THE NORTH AMERICAN GAY AMATEUR ATHLETIC ALLIANCE™

OPEN SOFTBALL DIVISION, INC. INSTRUMENTS OF GOVERNANCE

Edition of February 21, 2012

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ARTICLES OF INCORPORATION

ARTICLE ONE
Name

1.01 The name of the organization is the North American Gay Amateur Athletic Alliance-Open Softball Division, Inc.

ARTICLE TWO
Existence

2.01 The period of existence is perpetual

ARTICLE THREE
Purpose

3.01 Said organization is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

3.02 To be a nonprofit organization dedicated to the promotion of amateur sports competition, particularly softball, for all persons regardless of age, sexual orientation or preference, with special emphasis on the participation of members of the Gay Community: and to otherwise foster national and international sports competition by planning, promoting and carrying out amateur sports competition.

3.03 To establish uniform rules and regulations for amateur sports competition organized or conducted by this organization.

3.04 To organize and conduct any regional championship playoffs among member teams and organize and conduct a gay Softball World Series; the further purpose of the corporation being to organize, promote and conduct the best possible tournaments in Gay athletics; and to otherwise foster national and international sports competition.

3.05 To encourage the education and training of the proper skills of athletics, particularly softball, by promoting clinics, seminars and training courses.

3.06 To plan, promote and carry out other exempt activities that serve the welfare of the public at large.

3.07 To raise, collect, administer and dispense funds for the purposes set forth in the Articles of Incorporation.

3.08 To carry out all of the purposes stated solely within the scope and meaning of Section 501 (c) of the Internal Revenue Code of 1954 or corresponding section of future tax code.

ARTICLE FOUR
Members

4.01 The corporation shall have no members.

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ARTICLE FIVE
Directors

5.01 The general management of the affairs of the corporation shall be vested in the directors of the corporation.

5.02 The term of office of the initial directors shall be until the first meeting of the incorporators and the initial board of directors.

5.03 The number of subsequent directors and their qualifications, manner of election and term of office shall be specified in the Bylaws.

5.04 The number of directors shall not be less than three.

ARTICLE SIX
Disbursement of Funds

6.01 No part of net earnings of the corporation shall inure to the benefit of, or be distributed to its members, trustees, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation**;** and the organization shall not participate in or intervene in (including the publishing or distribution of statements)any political campaign on behave of any candidate for public office. Notwithstanding any other provisions of this document the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code; or (b) by an organization, contributions to which are deductible under section 170(c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code**.**

ARTICLE SEVEN
Operations

7.01 This corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

ARTICLE EIGHT
Dissolution

8.01 Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of the section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for the purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

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BYLAWS

ARTICLE ONE
Membership

1.01 Types of Membership: Upon proper application and qualification, membership shall be available as follows:

a) Metro Association: An organization in a clearly defined metropolitan area.
b) District Association: An organization that consists of clearly disjointed metropolitan areas, each of which cannot qualify as a Metro Association.

1.02 Application: Applications for membership are presented to the Council at the annual Winter Meeting. A majority Council vote is required to obtain membership.

a) A prospective member must submit its membership application in writing to the Commissioner before the start of a Winter Meeting to be considered at that meeting.

1.03 Qualification: A prospective member must have operated for two consecutive years with a minimum of four teams registered in each of those years to be eligible for membership.

a) The prospective member must identify itself as a sports organization in the LGBT Community of its' home city or district.
b) The prospective member must have attended the immediately preceding Summer Meeting to be eligible to petition for membership at that Winter Meeting.
c) The two year operating minimum criteria can be waived at the request of the membership Committee and a two/thirds majority of the Council.
d) Prior to acceptance, the petitioning association must attend the Ratings Workshop that is held every Winter Meeting.

1.04 Territories: Each Association will define the territory in which it operates by filing a description of the intended geographical boundaries with the Commissioner. No prospective member may apply to operate in territories / cities that overlap those served by a current member Association unless:

a) The current member Association consents in writing; or,
b) The prospective member can clearly present to the Council the reasons for applying for membership as a separate Association within the same territory or city.

1.05 Suspension/Termination of Membership:

a) Suspension requiring Council action: After a hearing before the Council, an Association's membership may be suspended or terminated by a two-thirds Council vote for the following reasons:
   1) Failure to register at least four teams in any given year.
      A) Exception: A one year grace period will be granted to an Association that drops to three or less teams for the purpose of rebuilding if requested by the Association. This grace period may be used only one time in five consecutive years.
   2) Failure to pay dues within thirty (30) days of the due date.
   3) Failure to attend any Regular Meeting.
   4) Failure, in the opinion of the Council, to perform to the spirit of the NAGAAA Open Division, Inc. Bylaws and Softball Code.
   5) Failure to send at least one team to the GSWS. (Also see Softball Code §6.02(b) for automatic penalty.)
   6) An association with less than nine (9) teams may choose to not send a team to the GSWS provided that the following conditions are met:
      A) Notify the Commissioner and Assistant Commissioner on or before July 15th of that year that they will not be participating in that year's GSWS.
      B) If notification happens on or before July 15th, the association will not be responsible for paying a team registration or hotel deposit. No fine will be given.
      C) A league may exercise this option once in a three year period.
      D) All other requirements of membership including participating on the GSWS Protest Committee will apply.
b) Automatic Suspension:
   1) Failure to pay a fine incurred for the late payment of dues under Bylaws §7.02(c).

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1.06 Individual Membership Suspension / Termination
In reference to any non-GSWS incidents or business matters, an individual member of NAGAAA can be suspended or terminated from NAGAAA under the conditions stated in Softball Code 9.02.

ARTICLE TWO
Council

2.01 Authority: The Council shall be the legislative body of the Open Division.

2.02 Composition: The Council shall be composed of one voting representative from each Association and the members of the Board of Directors.

2.03 Credentials: The voting representative from each Association shall furnish proof from the Association he/she represents, to the satisfaction of the Commissioner, certifying that he/she was selected to act as the Association's representative on the Open Division Council. Failure to provide satisfactory proof to the Commissioner shall cause that Association to lose its vote during the meetings. The person seated on the Council from each Association shall remain the same until the next regular meeting of the Council, unless a proxy is given in writing to an alternate representative from the same Association. A copy of such proxy shall be furnished to the Commissioner of the Open Division.

2.04 Voting: Each Council Member other than the Commissioner shall be entitled to one vote on all matters brought before the Council. In the case of a tie vote, the Commissioner will cast the tie-breaking vote. The Commissioner is entitled to one vote in elections.

a) Unless otherwise stated in these Bylaws or the Softball Code, motions require a majority vote to be passed.
b) Each Council member will be limited to one vote per Committee

2.05 Motions: Any Council Member may present a motion for consideration or, if sponsored by a Council Member, any Member of an Association may make a motion. All motions from committees must be presented in writing.

2.06 Addressing Council: The Commissioner may limit debate in one or more of the following ways if two-thirds of the Council Members present consent:

a) To Council Members.
b) To a specified amount of time per Association on each motion.
c) To a specified amount of time without regard to individual limits.

ARTICLE THREE
Board of Directors

3.01 Authority: The Board of Directors shall be the executive body of the Open Division. The Board will manage the operations of the Open Division subject to the direction provided by the Council.

a) If necessary, the NAGAAA Open Division Board may provide direction to resolve differences between two associations.

3.02 Composition: The Board of Directors shall consist of a Commissioner, Assistant Commissioner, Secretary, Treasurer, Business Development Director and Member-at-Large.

3.03 Election of Directors:

a) Nominations: Council Members will nominate candidates for each position to be elected at any meeting. In nominating candidates, Council Members should consider the principles of no conflict of interest and reasonable workload.
b) Any individual who is nominated for the Member-at-Large position can not have served on the NAGAAA Board of Directors in either an elected or an appointed position.
c) Nominations will open at the end of the Summer meeting and close forty-five (45) days (December 15) prior to the scheduled start of the next Winter meeting. Candidates have fifteen (15) days (December 30), after the close of nominations, to accept or decline the nomination
d) If any candidate for the NAGAAA Board of Directors does not have a clean background check, he/she will be informed of such by the NAGAAA Board. Should the individual decide to move their nomination forward, the individual will be required to disclose that information to the Council
e) Each candidate will be given an opportunity to address the Council.
f) Votes will be cast via secret ballot during an Open Council Session
g) Votes will be counted and tallies immediately; the vote count will be announced if requested

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h) In the event that no nominee wins fifty percent (50%) plus one (1) of the votes cast, the nominee(s) receiving the least number of votes will be eliminated and the process will continue until a nominee receives fifty percent (50%) plus one (1) of the votes cast

i) The Open Council may move to have a nominee confirmed via acclimation, if the position is unchallenged.

3.04 Term of Office: Directors shall serve two-year terms.

a) The Commissioner, Treasurer and Member-at-Large positions shall be elected in odd numbered years.

b) The Assistant Commissioner, Secretary and Business Development Director positions shall be elected in even numbered years.

c) Each Director shall serve until his or her successor has been qualified and elected, unless such Director shall sooner be removed from office.

d) The Member-at-Large will only serve one (1) two-year term.

3.05 Removal: A Director may be removed from office by a two-thirds Council vote. Such removal shall take place only if a Director fails to perform or violates the duties of his office.

3.06 Appointment: If a Director resigns or is removed from office prior to the end of his term, the vacancy shall be filled by the vote of the remaining Directors.

a) In the event of the Commissioner's resignation or removal, the Assistant Commissioner shall serve the remainder of the Commissioner's term and an Acting Assistant Commissioner shall be appointed.

b) In the event that a Director is elected to another directorship prior to completing the term of his/her original directorship, the original directorship shall be deemed vacant and shall be filled by nomination and election at the meeting in session in accordance with Section 3.03 of these Bylaws. The newly elected (replacement) Director shall serve the remainder of the original term of office.

3.07 Return of property: When leaving office, Council Members shall return all Open Division property to the Commissioner. A person who fails to return Open Division property within ninety days of leaving the Council shall be suspended from participating in all Open Division Associations and events. Upon the return of all Open Division property, the suspension may be lifted by a majority Council vote.

3.08 Commissioner – The Commissioner shall:

a) Perform duties as may be necessary for the proper and efficient conduct of the Open Division.

b) Direct the policies of the Open Division.

c) Enforce all rules of the Open Division.

d) Preside at all meetings of the Board of Directors and/or the Council.

1) Prepare and distribute an agenda at least 30 days prior to all meetings.

2) Appoint an individual to act as Parliamentarian at each meeting.

e) Act on behalf of the Open Division in any emergency that is not covered in the Bylaws or Softball Code.

f) Manage all communications with and about prospective members.

g) Be responsible for handling the following documents:

1) Membership applications,

2) Territory filings,

3) Proof of voting rights,

4) GSWS bid intents.

5) Proposed changes to the Bylaws.

h) Approves and signs all GSWS related contracts

i) Serve as a cosigner of the Open Division checking account.

j) Chair the A Division Manager's Council

3.09 Assistant Commissioner - The Assistant Commissioner shall:

a) Serve as Acting Commissioner in the event of the Commissioner's inability to act.

b) Serve as the Commissioner if the Commissioner resigns or is removed from office.

c) Serve as the Athletic Director (AD) for each GSWS (see Softball Code §2.02 for duties).

d) Maintain a list of disqualified players and distribute it to the Council at each Winter and Summer Meeting.

e) Transcribe the minutes of Protest Committee proceedings and submit them to the Secretary within 30 days after the GSWS.

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f) Be responsible for the handling of the following documents:
   1) List of the Teams and Managers registered in each Association,
   2) Reservation of GSWS berths,
   3) Regular season team rosters,
   4) Team division designations (i.e. A, B, C, or D),
   5) Player ratings,
   6) Non-Resident player information,
   7) GSWS team rosters.

g) Serve as the agent and responsible party for all the NAGAAA URL's. The Treasurer will serve as the backup to this task.

h) Serve as a cosigner of the Open Division checking account.

i) Maintain and email reminder out on May 15 and June 14 of every year a list of the associations that have started, completed or not begun submitting their regular season rosters.

3.10 Secretary – The Secretary shall:

a) Maintain and publish a document entitled the "Instruments of Governance" which includes the most current version of the Open Division Articles of Incorporation, Bylaws and Softball Code. An updated version of the Instruments of Governance will be placed online no later than forty-five (45) days after each Regular Meeting. The Secretary will be provided with a budget sufficient to distribute copies of this document to all Council Members at each Regular Meeting.

b) Maintain, record (to include identifying Originator and Second of motions), duplicate and distribute the minutes of all Board of Directors or Council Meetings. Minutes are to be distributed to Associations and Board Members within sixty (60) days after the close of a Winter or Special Meeting and, as to a Summer Meeting, within sixty (60) days after the end of the GSWS that immediately follows that Summer Meeting.

c) Maintain a list of resolutions submitted to the Council, the text of each, and whether or not it was passed. One copy of the list will be given to each Association at the time of its acceptance into the Open Division. Additions will be published annually.

d) Maintain a roster of all Associations, their representatives and current mailing addresses.
   1) Periodically review the Online Association Directory to insure it is being kept up-to-date.

e) Give notice to all Associations as required in the Bylaws, Softball Code and Hall of Fame, including deadline dates. All due dates will be posted on the web site by April 1 each year.

f) Receive all Open Division bank statements directly from the bank.
   1) The Secretary will open the mailings and review the statements before mailing the original to the Treasurer and a copy to the finance committee chairperson.
   2) The Secretary will open the mailings and review the bank statements of the Hall of Fame before mailing the original to the Hall of Fame Treasurer and a copy to the Open Division Treasurer

g) Be responsible for the handling of the following documents:
   1) Updated listing of the Association officers on the cityreps email master.
   2) Proposed changes to the Instruments of Governance.
      A) The Secretary can make minor numbering, coding changes or verbiage standardization when updating the IOG without Council approval. The Open Division Board, By-laws Chair and Council have to be informed of the changes.
   3) An Association that wishes to appeal a fine must notify the Secretary within 30 days after the Secretary has notified the Association of the assessment of the fine or the fine is deemed final.
      A) If a fine is incurred within 30 days before the start of a Summer Meeting, the Association must notify the Open Division Secretary of its appeal prior to the start of that Summer Meeting.

h) Will be responsible for filing the administrative changes that occur in our name, sources of financial support, address, etc. necessitated by our 501c3 status with the IRS.

i) Be responsible for all phases of the Open Division RFP process including vendor research and contact, writing of the RFP, issuing the RFP to interested vendors, collecting and disseminating the results to the Open Division Board and notifying the chosen vendor.
   1) Serve as the Open Division liaison / contact for all approved vendors.

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2) Serve as the Open Division administrator for all issued RFP's ensuring vendor compliance to all tenets of the RFP.
3) Issue all GSWS RFP's including but not limited to concessions, beer / alcohol sales, merchandising, photography, sporting good vendors and so forth.

j) Ensure that all GSWS participating teams and players have the appropriate ASA insurance.

3.11 Treasurer – The Treasurer shall:

a) Have charge of and be responsible for all funds including:
   1) Receiving all money due and payable or otherwise submitted to the Open Division.
   2) Giving receipts for all money received on behalf of the Open Division.
   3) Depositing all money received on behalf of the Open Division in a bank account in the name of the Open Division.

b) Compile and distribute quarterly financial statements to all Associations and Directors.
   1) All outstanding fines must have the documentation as to the cause, the Commissioner's name at the time of the fine and the Association's name attached as an addendum to all published Financial Statements.

c) Maintain checks and bank statements and provide copies of them to other Directors with the quarterly financial statements.

d Develop an annual budget and present it to the Council for approval at each annual Winter Meeting.

e) Provide an invoice for annual dues to each Association at least 30 days prior to each Winter Meeting.

f) Administer the financial affairs of the Open Division by implementing the following policies:
   1) No funds will be distributed in cash form.
   2) No payments will be received in cash form except for money collected through fundraising activities such as the Annual Talent Show.
      A) When cash is presented to the Treasurer, it must be accompanied by a financial statement prepared by the event organizer that is also submitted to at least two (2) members of the finance committee for the purpose of verifying the cash amount deposited by the Treasurer.
   3) No person may sign a check to him / herself.
   4) The Treasurer will insure that proper and complete documentation is received before disbursing funds.
      A) Payments to the Host City will be treated as reimbursements unless the Host City submits a detailed invoice and requests that payment be made directly to a vendor. As reimbursements, the Host City is required to provide full documentary support for its expenditures including receipts and/or invoices detailing the purpose of the expenditure.
      B) The Treasurer has authority to disburse funds when proper documentary support is provided within 90 days of incurring an expense. If a Director, the Host City, or any other party submits documentary support for a reimbursement more than 90 days after incurring the expense, the reimbursement request must be brought to Council for its approval before any funds may be disbursed.

g) Be responsible for the handling of the following documents:
   1) Payments from Associations including, but not limited to, Association dues, GSWS team entry fees, hotel deposits and payments of fines.
   2) The assigned hotel deposit for participating in the GSWS will not be refunded to those teams not meeting the hotel room requirements as agreed to by the Open Board unless exempted by a waiver from the Commissioner.
   3) GSWS hotel room night requirements can be met cumulatively by all teams in the Association attending that year's GSWS.
   4) In order to receive the hotel deposit refund, associations must have all documentation, which is the hotel room receipts showing three (3) individual rooms for five (5) nights each (fifteen (15) room nights), per team, to the NAGAAA Treasurer no later than the close of the Winter Meeting following the GSWS for which the hotel deposits were required, unless given a an extension waiver by the NAGAAA Commissioner. The maximum extension that can be granted by the Commissioner is one week from the close of said Winter Meeting.

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5) Beginning in 2014 all nights booked in a GSWS host hotel will count towards fulfilling an association's room requirement.
6) Beginning with the 2014 GSWS, no GSWS Host Hotel will be added prior to sellout that will not count towards the room block for that year's GSWS.

h) Serve as a cosigner of the Open Division checking account.
i) Supply the Audit Committee with the past fiscal year's documentation. Summary Reports must accompany the General Ledger documentation.
j) The CPA or CPA firm that will perform the current year's 990 tax return will be announced at the Summer Meeting
k) Any payments to individuals or companies will require a 1099 tax form to be issued.
l) The Treasurer will file the appropriate and required 1099 tax forms.
m) Will be responsible for all matters pertaining to all 501c3 audits by the IRS.
n) Provide to Council, at the Winter Meeting, a list of Associations that did not receive their hotel deposit refund from the prior year's GSWS and the reason that the refund was not returned.

3.12 Business Development Director – The Business Development Director shall be responsible for:

a) Any signage displayed at the GSWS is subject to an on site approval by the Business Development Director.
b) Developing and implementing a Marketing Plan for expanding the NAGAAA brand, image, outreach and growth opportunities.
c) Develop and implement a sponsorship package that effectively communicates the value that can be gained from partnering with NAGAAA.
d) Conduct and gather ongoing demographic surveys of the NAGAAA membership for use in NAGAAA's Marketing / Sponsorship efforts.
e) Prepare and distribute press releases and publicity communications that promote NAGAAA and assists with Marketing / Sponsorship, Membership growth, and the expansion of our member associations and the Gay softball World Series.
f) Maintain and update the NAGAAA website that includes sponsor information, member association and tournament information, GSWS bid information, IOG, Hall of Fame Information and a Commissioner's Area.
g) Initiate contact with any / all potential new and /or returning sponsors to explain the benefit of partnering with NAGAAA.
h) Once contacts have been initiated and agreement terms have been established with Corporate Sponsors, prepare a sponsorship proposal for the NAGAAA Commissioner, sponsor and the GSWS Host City to sign.
i) As needed, assist the GSWS Host City with Marketing, Sponsorship and Publicity planning, proposals and efforts.
j) Work with the GSWS Host City to implement and enforce the terms of all the agreements that are signed by the GSWS Sponsors

3.13 Member-at-Large – The Member-at-Large will be responsible for:

a) Ensure that new member associations understand the requirements of the on-line player rating system and to assist the associations in timely completion of their roster submissions.
b) To aide the NAGAAA Assistant Commissioner in conducting the GSWS.
c) To work with the Business Development Director in the area of Publicity and Media Relations
d) To work with SPI Marketing to ensure that the sponsors of the GSWS receive favorable and continued coverage of their donations.
e) To bring to the attention of the Webmaster any issues encountered with the on-line system.
f) Negotiate details regarding hotel contracts in the GSWS host city(s) and maintain the contract(s) through the completion of each event.
g) Duties as assigned by the NAGAAA Commissioner based on the current needs of the NAGAAA organization.

3.14 When handling, addressing, or responding to communications from Association Members (other than Association officers or Open Division representatives), the Board of Directors will:

a) Respond directly to the Association Member(s) or through local Association leadership if a communication relates to Open Division rules or procedures.

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b) Defer to Association leadership if a communication relates to "local" Association disagreements, interpretations and/or arguments.

3.15 The Open Division will publish a newsletter for members of the Open Division.

a) Prior to publication the author will submit the newsletter the Open Division Board of Directors.

b) The Open Division Board of Directors will review the newsletter.

1) If changes are required the Open Division Board of directors will return the document to the author.

2) The author will make the appropriate changes and resubmit the newsletter to the Board of Directors.

3) Once the newsletter has been finalized, the Open Division Secretary will distribute the newsletter through cityreps.

c) Upon receipt of the Open Division Newsletter it will be up to the individual associations to publish the document for their members.

ARTICLE FOUR
Committees

4.01 Creation of a Committee(s): The Council may create a committee by majority vote. Motions to create a committee shall specify:

a) The objective of the committee.
b) The term of the committee.
c) The date upon which a committee is to report.
d) The number of members of the committee.
e) The members who serve on the committee.

4.02 Rules Committee: The Rules Committee consists of all members of the Board of Directors and will meet prior to each Council meeting to decide which committees should hear which issues. The Commissioner will serve as the chairperson of the Rules Committee.

4.03 Advisory Committee: The Advisory Committee will be composed of past Commissioners to serve as a resource to the organization.

4.04 Standing Committees: All regular business brought before the Council should be sent to one of the following standing committees for its recommendation. Topics will be assigned to the committees as follows:

a) Annual Giving
1) All matters concerning fundraising, grants and endowments that benefit the Open Division.
2) Establish an Annual Giving Campaign
3) Implement whatever is necessary to achieve the goals as set forth by the committee.
4) Monetary infusion to be administered by the Treasurer
5) Monetary disbursements to support the goals of the annual giving campaign.

b) Athletics
1) All matters relating to the administration of the GSWS including, but not limited to, rules of play, registration, tournaments, umpires and Host City bids.

c) Bylaws
1) Review and update the Instruments of Governance and clarify ambiguities.

d) Competition
1) All matters that pertain to ratings and divisional determinations.

c) Ethics and Administration
1) Ethics: all issues concerning the behavior of Council Members, Associations, Teams, Players, and rules of conduct in general.
2) Administration: all issues regarding the operation of the Open Division.

d) Finance
1) All issues regarding the moneys collected and dispersed by the Open Division.
2) Review all financial statements and budget projections.

e) Hall of Fame
1) Issues regarding the perpetuation of the NAGAAA Hall of Fame.
2) The HoF dinner minutes will be included as minutes of the Summer Hall of Fame Committee Report.

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f) Internal Audit
   1) The Internal Audit Committee will review the Open Division's financial records and report its findings at each Winter Meeting.
   2) The Chair of the Audit Committee will report to the Commissioner. As such, he/she will guide the Internal Audit Committee in reviewing the Open Division's financial results and reporting. The Chair of the Audit Committee will report to the Commissioner.
   3) The Internal Audit Committee will consist of four (4) Council Members (but not including members of the Board of Directors) that will be appointed on a rolling basis in alphabetical order by city/region represented. Internal Audit Committee assignments will remain in effect for one year and change at the beginning of each Winter Meeting.
   4) The Commissioner will insure that at least one member of the Internal Audit Committee has prior audit, accounting, or financial experience sufficient to lead the Internal Audit team and can appoint one additional or alternate person to the Internal Audit Committee to serve this purpose.
   5) Will review documentation sent to the ASA Commissioner for the previous year's GSWS.
   6) Will be allowed to review IOG compliance issues at the request of the Board of Directors.

g) Marketing and Sponsorship
   1) Assist the Business Development Director in improving the public visibility of the Open Division and the GSWS.
   2) Assist the Business Development Director in searching for and securing sponsorship dollars for the operation of the Open Division and the GSWS.

h) Media and Communication
   1) Issues concerning publicity relating to the GSWS and/or the mission of the Open Division.
   2) Issues concerning communications between the Associations, Directors and other entities related to the Open Division.

i) Membership
   1) Issues regarding the rules and regulations relating to Association memberships.
   2) Issues regarding the development and recruitment of new members.

j) Open Division Talent Show
   1) Select appropriate location for Open Division Talent Show and charity T-shirt auction;
   2) Media Relations and Communications chair to publicize the Open Division Talent Show;
   3) Collect T-shirts for charity auction;
   4) Collect appropriate admission charge from all who enter the event;
   5) Distribute funds to host city local charity

k) Technology
   1) All issues regarding developing, running and maintaining the web site.
   2) All issues regarding the Open Division Data Base.
   3) The maintenance of the web site.
   4) The Council retains final authority on all matters relating to the Open Division's web site.

l) Workshop / Presentations
   1) Identify and assist with topics of local need on a national level.
   2) Ratings Workshop to be given every Winter Meeting for all new members and successfully protested associations
   3) New Delegate Orientation will be given at the Winter and Summer Meetings.

4.05 Chairpersons: The Commissioner will appoint one member of each committee as its chairperson, subject to the approval of the Rules Committee. The chairperson shall be responsible for the operation of the committee.

a) Appointments will be made at the opening of the Winter Meeting and remain in effect through the beginning of the next Winter Meeting.
b) The Commissioner will appoint an Assistant Committee Chair for all committees.
c) The Assistant Committee Chair is a non-compensated position.
d) In the event that the Assistant Committee Chair has to take the place of a sitting Committee Chair, they will qualify for the Committee Chair per diem.

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4.06 Tenure: Each committee member will serve for one year unless such committee is terminated or the committee member resigns or is removed from the committee. A committee member may be reappointed to a committee.

4.07 Committee Expenses: The committee chairpersons should submit receipts for reimbursement of their committee's expenses to the Treasurer on a quarterly basis.

4.08 Motions: All motions from committees must be presented in writing to the Secretary before they are presented to the Council.

4.09 Resolutions in Progress: Committees may make recommendations that require amendments to the Instruments of Governance without having the specific amendments drafted. In such a case, the following steps will be followed:

a) The committee will present its recommendations to the Council in the form of a motion.
b) The Secretary will inform the Council which sections of the Instruments of Governance are affected by the committee's recommendation.
c) The Council will be given the opportunity to discuss the recommendation followed by a Council vote.
d) If the Council passes the motion, the motion will become a "Resolution in Progress" and take effect immediately or when the motion states it will take effect, subject to final codification at the next Regular Meeting.
e) The Bylaws Committee will then draft the wording of the motion and recommend its final placement in the Instruments of Governance, subject to Council ratification at the next regular Council meeting.

ARTICLE FIVE
Meetings

5.01 Regular Meetings: The Council will conduct two Regular Meetings annually – the Winter and Summer Meetings.

5.02 Required Attendance: Every Association is required to attend each Regular Meeting in its entirety. Complete attendance is defined as having appropriate Association representation continuously from the opening through the closing of each meeting.

5.03 Winter Meeting: The annual Winter Meeting will be held before March 31 in any year.

a) The following matters may appear on the agenda of a Winter Meeting.
   1) Consideration of all proposed changes to the Bylaws, Softball Code or Appendices.
   2) Nomination and election of all Directors whose terms expire at that meeting.
   3) Approval of the annual budget.
   4) Assessment of annual Association dues.
   5) Consideration of membership applications.
   6) Announcement of the date, time, and place of the next Summer Meeting.
   7) Consideration of any other business that may be brought before Council.
   8) The annual Winter Meeting will not be held on Super Bowl Weekend.

5.04 Summer Meeting: The annual Summer Meeting will be held in conjunction with the GSWS in that year's host city and shall end no later than Columbus Day of any year.

a) The following matters may appear on the agenda of a Summer Meeting:
   1) Consideration of all proposed changes to the Bylaws, Softball Code or Appendices.
   2) Consideration of the expulsion or suspension of any Association.
   3) Announcement of the date, time, and place of the next Winter Meeting.
   4) Consideration of any other business that may be brought before the Council.

5.05 Notice of Regular Meetings: Written or printed notice stating the date, time and place of each Regular Meeting with a proposed agenda will be delivered either personally, by U.S. mail, or by email to each Council Member at least thirty (30) days prior to the opening of said meeting. Announcement of the date, time, and place of the next Regular Meeting at the immediately preceding Regular Meeting constitutes notice sufficient to satisfy this section.

5.06 Special Meeting: Special Meetings may be called by at least two members of the Board of Directors or by the signatures of a majority of the Council. Special Meetings may be held either in person or by conference call.

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a) The following matters may appear on the agenda of a Special Meeting:
   1) Consideration of the business that was the stated purpose for calling the Special Meeting.

5.07 Notice of Special Meeting: Notice stating the date, time, place, and purpose of each Special Meeting will be delivered as follows:

a) If the Special Meeting will be held in person, written or printed notice shall be delivered personally, by mail or by email to each Council Member at least thirty (30) days prior to the opening of such meeting.
b) If a Special Meeting will be held by conference call, notice shall be delivered to each Council Member by telephone or email at least 72 hours prior to the start of the conference call.

5.08 Quorum: Attendance by a majority of the Council constitutes a quorum for any meeting of the Council.

5.09 The Open Division will use Robert's Rules of Order as an advisory resource.

ARTICLE SIX
Fiscal Year

6.01 The fiscal year begins on the first day of January and ends on the last day of December of the same calendar year.

ARTICLE SEVEN
Financial Management

7.01 Budget: The Treasurer shall prepare and present a proposed annual operating budget at each Winter Meeting, subject to Council ratification. The budget will include funding for:

a) The rental of meeting rooms for the Winter and Summer Meetings.
b) Reasonable transportation costs for the Board of Directors to attend the Winter and Summer Meetings
c) Host hotel accommodations for each Director for the duration of the Winter Meeting, the Summer Meeting, and the GSWS.
d) A maximum reimbursement of a mid sized car rental through the current official rental car company and gasoline plus a $50 per diem for each Director for the duration of the Winter Meeting, the Summer Meeting, and the GSWS.
e) The reasonable telephone, postage, printing, secretarial, office supplies and miscellaneous expenses of the Board of Directors and the standing committees as provided in the resolution creating such committees.
f) The Executive Board will have discretionary funds, of up to $100 per event, on a contingency basis. Any monies spent must be reported to the Council.
g) Fund an Executive Assistant at the rate of $20,000 for one year only (2012) from the general fund.
h) Payment of field rental.
i) Purchase of softballs, scorebooks, and scorekeepers (up to a limit of $10 per game) for the GSWS.
j) Reasonable transportation costs for the UIC to attend the GSWS.
k) Payment of umpire fees for the officiating of any GSWS games.
l) Payment to the protest committee chair(s) of a per diem of $50.00 per day, for every day that they are at the field during that year's GSWS.
m) The UIC pay will be set at $300 per day for each day of the GSWS tournament, plus one extra day for set up and a discretionary bonus to be determined by the Executive Board, on performance, up to $500. The Assistant UIC should be paid no more than 75% of the UIC pay for the entire tournament. The Assistant UIC pay will be comprised of up to $150 per day and all fees for games worked, not to exceed 75% of UIC pay, not including any performance bonus, also at the discretion of the Executive Board, up to $500.
n) The NAGAAA Open Division will pay lodging, car rental and per diem expenses incurred by the Asst. Athletic Director(s), UIC, Assistant UIC(s) and Protest Chair(s) during the GSWS.
o) During the Winter and Summer meetings the NAGAAA Open Division will pay per diem expenses for all Committee Chairs and a all non-delegate Committee Chairs will be paid a travel stipend.

7.02 Dues: Each Association shall pay annual dues in like amount as shall be set by the Council at the previous year's Winter Meeting.

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a) Dues shall be hand-delivered to the Treasurer at the start of the annual Winter Meeting.
b) Dues must be paid prior to the start of the Winter Meeting or the Association will forfeit its right to vote until all accounts are satisfied. (See also Bylaws §1.05(a)(2) concerning possible suspension or termination of the Association's membership.)
c) Any Association that fails to meet the deadline for payment of Association dues will be fined $100. This fine must be paid within 30 days of receiving electronic or written notification that the fine has been incurred. After 30 days, Associations failing to pay fines shall be suspended until all dues and fines are paid.

7.03 GSWS team entry fees and other GSWS related fees / deposits
a) Each Association shall pay a per team based entry fee and other applicable GSWS fees and deposits as approved by the Council.
b) All GSWS related fees / deposits will be delivered to the Treasurer via a documentable delivery service. See Appendix 1 for due date requirements.
c) Any Association that fails to meet this deadline will not be permitted to participate in the current year's GSWS. Refer to SC 6.02 for automatic fines and penalties.

7.04 Advances: Advances for anticipated expenses will be limited to $250.00 unless an invoice is provided. The advance will be provided in the form of a check payable to the vendor whenever possible. If the check is written to an individual Member, the Member will be responsible for repayment of the full amount until an appropriate receipt and/or the services/goods are received.

7.05 Fines: All fines must be paid prior to the beginning of the next regular Council Meeting following the assessment except for fines levied pursuant to Bylaws §7.02(c) and SC 5.01b)3).
a) Appeals –
1) The Council will hear all appeals of fines at the Summer Meeting of the year in which they occur.

7.06 Exchange Rate/Currencies: US and Canadian Associations shall submit all dues, fines and other Association payments in their home country's currency. US and Canadian dollars shall be accepted at a 1:1 exchange rate so that any dollar amount required to be paid shall not require a currency exchange conversion if submitted in US or Canadian dollars.

7.07 Reserve/Self-Insurance: The Open Division shall establish a $30,000. reserve / emergency fund that is segregated from the operating account. The running of the GSWS is the priority for budgetary consideration and what is to be done with this reserve. This fund is an emergency / "rainy day" fund and can only be used with permission of the Council.

7.08 Checks / Money Orders: Payment of all Open Division dues, entry fees and fines must be done by check or money order. The check / money order should be made out to NAGAAA, Open Division.

7.09 That the NAGAAA Open Division, Inc. is not allowed to run a deficit for more than three (3) consecutive years.

ARTICLE EIGHT
Association Reporting

8.01 Timely Reporting: Associations must submit all required forms by their stated due dates. Failure to do so will result in sanctions either as determined by the Council and/or as designated in the IoGs. (See IoGs Appendix 1 for a list of the required payments and reports and their due dates.)

8.02 Association Information: Each Association must notify the Secretary within 30 days of any change to the Association's or its officers' names, addresses, telephone numbers and/or email addresses. In addition, each Association must insure that its information is current as of the beginning of each Winter Meeting.
a) When a member Association changes officers, it is responsibility of current Association's Commissioner to notify Secretary of all changes. Otherwise, cityreps list for that Association will not be changed.
b) Failure to update information as required in this section will result in an automatic $100.00 fine to the Association.

8.03 All associations are required, at minimum, to have two contacts listed in the cityreps email master file.

8.04 Each association that hosts a tournament will provide the dates of their tournament, hotel and rate, travel partners and all regional and national sponsors to the Business Development Director.

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ARTICLE NINE
Privacy

9.01 Reproduction, sale, rental, lease, or use of the Association Directory or any of its contents by any person or group other than the Board of Directors or Associations is expressly prohibited. Instances of unauthorized use will be sent to committee for evaluation and possible punitive/legal actions.

ARTICLE TEN
Legal Contracts

10.01 Legal Contracts: No Association or Member may enter into a legal agreement using the incorporated name of the Open Division without the written consent of the entire Open Division Board of Directors.

10.02 The Open Division Board may enter into sponsorship contracts that benefit the operation and administration of the Open Division Council and / or the Open Division GSWS.

10.03 The Open Division Board of Directors may enter into negotiations with national sponsorship proposals on behalf of the Open Division that would benefit all Open Division Associations.

ARTICLE ELEVEN
Conflict of Interest Policy

11.01 Conflict of Interest Policy: The NAGAAA Open Division, Inc. will adhere to the Conflict of Interest Policy as delineated in Appendix Four of this document.

11.02 At the start of any meeting that the Open Division engages in all Open Division Directors, voting delegates, their proxies, petitioning association representatives and non-voting committee chairs are required to read, sign and adhere to the NAGAAA Open Division, Inc. Conflict of Interest Policy.

11.03 No sitting NAGAAA Open Division Director shall serve as the GSWS Director, on the Board of a GSWS Series Bid Committee or on a member of a host city GSWS Committee. They can act as a resource to their GSWS committee.

ARTICLE TWELVE
Bylaw Amendments

12.01 Amendment: These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority Council vote at any Winter, Summer or Special Meeting at which a quorum is present.

12.02 Effective Date of Amendments: An amendment shall be effective immediately after its adoption unless otherwise specified by the wording of the amendment.

12.03 Any change to the Bylaws must follow the procedures set forth in Bylaws Article 2.

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SOFTBALL CODE

The Open Division's Gay Softball World Series shall be organized and conducted in accordance with the rules and regulations outlined in this Code.

1.00 Definitions

1.01 Additional Player - a player added to a team's regular season roster for purposes of GSWS play. Such a player must be from the regular season roster of another team within the same Association.

1.02 Altered bat – a bat that has been modified in anyway from the manufacturer's original specifications or design.

1.03 Amateur - a softball player who engages in the sport solely for pleasure and/or the physical, mental or social benefits derived there from.

1.04 Association - a member of the Open Division as defined in Bylaws Article One.

1.05 Athletic Director (AD) – the person in charge of running the GSWS.

1.06 Average/Above Average speed –

1. Below Average Speed – a batter, at the point of contact, being able to run home to first in 5 + seconds or slower.
2. Average Speed – a batter, at the point of contact being able to run home to first in 4 – 5 seconds.
3. Above Average Speed – a batter, at the point of contact being able to run home to first in less than 4 seconds or faster.

1.07 Cash Prize - a prize or prizes in cash or merchandise that is easily converted to cash that are awarded to players, teams, or sponsors based on the final standings of a tournament or other competition. A player or team may receive reimbursement for actual expenses incurred as long as the amount of the reimbursement is not dependent on the standings of the event.

1.08 Code – the Open Division's Softball Code that is part of the Instruments of Governance and governs the administration and playing of the GSWS.

1.09 Council - the governing body of the Open Division.

1.10 Council Member or Member of Council –

a) a person named by an Association to represent that Association on the Council (assumed to be the Association's commissioner if another person has not been named), or
b) a member of the Open Division Board of Directors.

1.11 Defense definitions

a) A limited level of defense is a theoretical set of players having the following skills: 1,2,3,6,7,8
b) An intermediate level of defense is a theoretical set of players having skills greater than a limited level of defense but less than an exceptional level of defense.
c) An exceptional level of defense is a theoretical set of players having greater skills than: 1,2,3,4,6,7,8,9,10

1.12 Director – a member of the Open Division Board of Directors.

1.13 Disqualified Player - a person who has been disqualified from play in events conducted, sanctioned, or promoted by the Open Division.

1.14 Fly Ball – any batted ball that is higher than a line drive but is in the air less than five (5) seconds.

1.15 Gay – includes gay, lesbian, bisexual, and transgender (GBLT or LGBT) individuals

1.16 GSWS – The Gay Softball World Series hosted annually by the Open Division.

1.17 Hard Hit Ball – described as a ball hit at a minimum of 80 mph or greater than 250 feet in the air.

1.18 Non-LGBT – (also referred to as straight, non-GLBT, non-LGBT or non-gay) means not gay, lesbian, bisexual, or transgender.

1.19 High Fly Ball – Any batted ball that is in the air for five (5) seconds or more.

1.20 S/he - shall be read to mean and include all persons.

1.21 Host City – the Association(s) and their representatives who work with the Board of Directors to host a GSWS

1.22 In the Gap –a ball that is hit at a distance that is more than 30 foot radius from the outfield defender.

1.23 In the Hole - a ball that is hit at a distance that is more than 12 foot radius from the infield defender.

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1.24 Ineligible Player - a person who is not eligible to participate in events conducted, sanctioned, or promoted by the Open Division. A disqualified player is included in this definition as an ineligible player.
1.25 Instruments of Governance (IOG) –the document that includes the Open Division's Articles of Incorporation, Bylaws, Softball Code and Appendices.
1.26 Invitational or Open Tournament - a tournament other than the GSWS.
1.27 Line Drive – a ball that from the point of contact rises vertically less than 10% of the total horizontal distance it travels.
1.28 Long Fly Ball – any batted ball that travels further than 250 feet in the air
1.29 Long Throw – a throw that travels 150 feet or more
1.30 Manager – the person designated by an Association to assume responsibility for the actions of a Team and its members.
1.31 Medium Hit Ball – a ball hit 55 to 80 mph or hit 150 to 250 feet in the air
1.32 Medium Velocity – a ball hit 55 to 80 mph or hit 150 to 250 feet in the air
1.33 Member - a member in good standing of an Association.
1.34 NAGAAA – the North American Gay Amateur Athletic Alliance
1.35 NAGAAA Official - During the GSWS the following are designated as NAGAAA Officials, the NAGAAA Board of Directors, the GSWS Assistant Athletic Director(s), the UIC, the Assistant UIC(s), and the Protest Chairs.
1.36 No Repeat – Back to back GSWS years
1.37 Non-Resident Player – a person who, at the beginning of an association's GSWS qualifying season does not live in the association's defined NAGAAA territory.
1.38 On Purpose – with intent
1.39 Open Division – the North American Gay Amateur Athletic Alliance – Open Division, Inc.
a) The division of NAGAAA that is open to men and women.
1.40 Open Rostered Team – A team that is exempt from the provisions of Softball Code §5.01b)1).
1.41 Physical Relocation – is the movement of a resident player's household from one fixed address to another.
1.42 Primary City – is the Greater Metropolitan area of that city See Appendix 8 for details
1.43 Proper Place – appropriate base or fielder
1.44 Rainbow Arc – a ball that from the point of release rises vertically 10% or more of the total distance that it travels
1.45 Regular Meeting – a Council meeting pursuant to Bylaws §5.01.
1.46 Resident player – a person who, at the beginning of an association's GSWS qualifying season resides in the association's defined NAGAAA territory.
1.47 Rudimentary Knowledge – no definition required
1.48 Shared Territory – Two or more Associations with overlapping or shared geographical boundaries. Players are allowed to be a member of one association within a shared territory See sc5.01b)
1.49 Slow Hit Ball – a ball hit up to 55 mph or hit 150 feet or less in the air
1.50 Softball – as defined in ASA Rule 3, Equipment E3 12" slow pitch softball
1.51 Special Meeting – a Council meeting pursuant to Bylaws §5.06
1.52 Spectacular catch – when a player catches the ball while leaving his center of gravity or is able to overcome obstructions.
1.53 Summer Meeting – a Council meeting pursuant to Bylaws §5.04
1.54 Take Extra Bases – advance at least one base beyond what the opportunity would typically provide a base runner with average speed.
1.55 Team – includes, but is not limited to, the following: players, coaches, managers, trainers, scorekeepers, and sponsors who represent the same group and occupy the same player area during a game.
1.56 Umpire-in-Chief (UIC) - an accredited umpire appointed by the AD to coordinate the GSWS umpire staff.
1.57 Unsportsmanlike Conduct - action that is detrimental or unbecoming to the purposes and objectives of NAGAAA, the Open Division and/or its Associations.
1.58 Vicinity – within a step in any direction laterally of the player receiving the throw
1.59 Winter Meeting – a Council meeting pursuant to Bylaws §5.03
1.60 Within a few steps – includes balls hit to the player as well as balls hit within a few steps of the player

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2.00 Gay Softball World Series Administration

2.01 Jurisdiction - The actual contest between teams during the GSWS is solely under the jurisdiction of the Open Division, and specifically, the Athletic Director.

2.02 Athletic Director – The Assistant Commissioner will serve as the Athletic Director for each GSWS.

a) The AD is in charge of the GSWS and will ensure that all Open Division rules are followed during the GSWS.
   1) The AD is empowered to make such directives to the UIC, Teams, Managers, and players as may be necessary for the proper conduct of the GSWS.
   2) That the AD has permission to pull and use the email addresses for purpose of communicating GSWS information to the GSWS Coaches and / or Managers.
   3) The AD may appoint an assistant to act in his/her place during the GSWS. The AD will specify the duties assumed by his/her assistant.
   4) The Open Division will provide the AD with a sufficient budget to pay for the balls, bases, scorebooks, umpires, fields and lights that are used in the GSWS, subject to the restrictions contained in the rules, regulations and acts of the Open Division.

b) As part of his/her responsibilities, the AD will:
   1) Work with the Host City to obtain suitable fields for the GSWS if they had not been obtained prior to his/her appointment.
   2) Appoint a UIC for confirmation by the Council no later than the close of the Winter Meeting prior to the GSWS.
      A) The AD shall not serve as the UIC.
      B) The AD may dismiss the UIC for cause and make an interim appointment pending the next Council meeting.
      C) The Council can overturn the AD's appointment of a UIC by a 2/3 vote of the Council.
   3) Develop a schedule of games and submit it to the Council at the Summer Meeting prior to the start of the GSWS.
   4) Conduct a Managers' meeting after the end of the Summer Meeting and prior to the start of GSWS play to review key information with all team Managers.
      A) At this Managers' meeting, the AD shall provide each participating team's Manager with a copy of the rosters of all teams competing in the same division. This roster shall include complete player rating information including the answers to each question on the Player Rating Guide.
   5) Transcribe and distribute the minutes of all Protest Committee proceedings.

c) If an umpire ejects a player for unsportsmanlike conduct, the AD will review the cause for the ejection. If the AD finds that the ejection was valid and the player's action brings the GSWS into disrepute, the AD has the authority to eject the player for the remainder of that year's GSWS.

d) The Assistant Commissioner will notify the Commissioner of the ejected player's Association at the conclusion of the GSWS.

e) Submit to the Ethics Committee at each meeting a cumulative list of upheld ratings protests that have been, sorted by Associations.

2.03 Umpire-in-Chief - The UIC is responsible for:

a) Selecting umpires in a manner consistent with the rules, regulations and acts of the Open Division.
   1) Umpires may be nominated only through the Association in whose territory they are accredited.
      A) It is recommended that each Association nominate one or more umpires who are capable and willing to work in all divisions.
      B) The UIC must receive an Association's umpire recommendations by March 1 for the candidate to be eligible to officiate in the GSWS for that year.
      C) Each umpire should have a current recommendation for the GSWS Recommendations may come from their league commissioner, the league UIC, previous GSWS UIC or previous / current NAGAAA Athletic Director.
   2) Will appoint Assistant UIC's based upon team projections, number of field complexes and budget allowances
   3) The AD retains the right to accept or reject any GSWS umpire recommendation.

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b) Scheduling umpires for each GSWS game in a manner consistent with the rules, regulations and acts of the Open Division under the direction of the AD.
   1) The UIC may only umpire games in the GSWS in cases of emergency as directed by the AD.
   2) Teams have a right to request the removal of an umpire if he/she is from a metropolitan area or district involved in the game. The UIC will accommodate any such request if possible.
c) Specifying the uniform requirements for all umpires.
d) Keeping track of the number of games worked by each umpire and reporting this to the AD so that funds for their services may be properly disbursed by check.
e) The UIC is directly responsible to the AD.

2.04 Host City –
a) The Open Division will enter into a contract with the GSWS Host City.
b) Potential Host City is responsible to complete the following
   1) Fill out the intent to bid form on the NAGAAA website by the stated deadline.
   2) Confirm all points and submit to the NAGAAA Commissioner.
   3) Give a $500.00 deposit to the NAGAAA Treasurer prior to the start of the Winter Meeting.
c) No association will hold a GSWS in another association's primary city without permission of that member city. See SC1.42 for primary city definition. See Appendix 8 – Greater Metropolitan Area for specific details
d) In the event of multiple associations bidding to host the GSWS in a particular year
   1) There will be no hosted bid city parties.
   2) The Commissioner will set aside individual meeting rooms, at a particular time, during the Summer Council Meeting for a Q and A session with the bidding associations.
e) This contract will remain a stand alone document. As a stand alone document this will allow the Open Division Board of Directors to modify the GSWS Host City contract to meet the specific needs of the Open Division and / or that year's Host City.
f) The Host City GSWS bid presentation shall be in the Summer Meeting two years before the event starts.
g) No organization that is not a member of the NAGAAA, Open Division Softball, Inc. can serve as a Host City for the GSWS.
h) In the event no association completes the Intent to Bid form for the GSWS, the NAGAAA Board of Directors will select the Host City for the event.
   1). NAGAAA assumes all responsibilities for hosting that year's GSWS.
   2) In this case, SC2.04d) can be suspended at the Board's discretion.

2.05 Association Responsibilities –
a) Reports – Associations must electronically notify the Assistant Commissioner as to:
   1) The name of each team registered in the Association including the team Managers' names and addresses. This report is due by July 15 of each year.
      A) Any Association that misses this deadline will be fined $100.
         i) This fine must be paid within 30 days of receiving written notification by certified mail that the fine has been incurred.
         ii) Failure to pay this fine will be referred to the Ethics and Administration Committee for consideration of further action.
   2) The number of teams the Association will send to each division of the GSWS. This report is due by July 15 of each year.
   3) Which teams it will enter in the GSWS. This report is due by August 1 of each year.
b) See Section 5 of this Code for Team Roster and Player Rating reporting requirements.
c) See Section 7 of this Code for Non-Resident Player reporting requirements.

2.06 Team Manager Responsibilities -
a) Team Managers will be held responsible for the conduct of their Team members at all times during the GSWS both on and around the playing field.
b) In case of a disputed play or decision, only the Team Manager may consult game officials. The other players, coaches or sponsors may not participate in the discussion.
c) Team Managers are to report any unsportsmanlike or derogatory acts by players or spectators to the AD.

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d) Team Managers or their designated representatives must attend the pre-GSWS Managers' meeting on behalf of his/her team.
e) If the manager named on the team's GSWS roster will not be managing the team in the GSWS, a proxy manager must be named at the Manager's Meeting.

2.07 Team/Player Registration - Each member of each GSWS team shall be required to check in at registration with the Host City prior to the beginning of GSWS play.
a) Players will be asked to sign their names on their team's official GSWS roster.
1) Players must sign off on their ratings when they sign in at the GSWS.
b) Players will be required to present state or nationally accepted photo identification at registration.
1) Players should also have additional proof of legal residence as indicated in Softball Code §8.06(f)(1)(A).
c) With the exception of the Master's Division, player registration will be closed prior to the start of the first double elimination game

2.08 Expenses - The Open Division will assume all costs directly related to the actual playing of games (specifically those listed in Bylaws §7.01 and Softball Code §2.02(a)(4)). Accordingly, the tournament is an event that is administered and paid for by the Open Division and hosted by an Association(s).

2.09 Insurance - If the state or province where the GSWS is being conducted requires insurance above and beyond what the Council has previously authorized this situation should be presented in the initial bid by the Association(s) seeking to host the GSWS.

3.00 Tournament Format

3.01 Gay Softball World Series Divisions - The Open Softball Division shall conduct "A", "B", "C", and "D" Divisions of the Gay Softball World Series.

3.02 The GSWS shall be decided by a pool play-double elimination tournament.
a) Pool Play –
1) Pool play shall consist of four games per team, where possible, with a minimum of two pool play games.
2) B, C and D divisions, the pool play draw is based on team ratings. I.e. if you have 8 pools the top rated 8 are put into one flight and then drawn, then the next eight and so on until all teams are placed.
3) For A division pool play assignments, the top four returning teams from the previous year will be seeded one through four with the remaining teams being seeded by team ratings, as defined above. A returning team is defined as one with four or more players from the previous year's roster
b) Double Elimination –
1) Double Elimination Bracket Draw - The NAGAAA Open Division Board will hold and publish the results of a double elimination bracket draw.
2) Seeding into Double Elimination will be determined by the results of pool play.
3) Any team eliminated in pool play will be assigned the lowest seed in the Double Elimination Bracket.
4) The Assistant Commissioner, when scheduling GSWS Play, may eliminate teams on the first day of Double Elimination play.

3.03 Trophies
a) Trophies will be given in all divisions.
b) Trophies will be awarded after the conclusion of the Double Elimination Tournament
c) Team Trophies will be given for the 1st, 2nd, 3rd, and 4th place winners of each division.
d) Individual awards will be given to the rostered members of the top four medal round teams in each division.

4.00 Playing Regulations

4.01 All GSWS games shall be conducted in accordance with the Bylaws, Softball Code and any other playing rules adopted by the Open Division.

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4.02 All GSWS games shall be conducted according to prevailing Amateur Softball Association (ASA) rules for slow pitch softball with the following exceptions:

a) Men and women may compete on the same team.
b) No metal cleats shall be worn by any player, manager, coach or umpire.
c) Run rules and time limits may be imposed. See SC4.07 and SC 4.08
d) No base stealing in any division.
e) Players must run the bases after a home run.
f) Bats
   1) Only non-titanium bats,
   2) Follow ASA bat rules in effect as of the Friday prior to the start of GSWS play.
   3) Copy and distribute the ASA Disqualified Bat List that is posted on the ASA website the Friday prior to the start of GSWS play to all managers and umpires.
   4) The umpires will check all bats prior to the start of every game. Any bats that appear on the ASA Disqualified Bat List or that are damaged in some way will be confiscated by the umpire, turned over to the NAGAAA official in charge of that field and not returned to the owner until their team is eliminated from the GSWS.
   5) Altered bats are not allowed in the GSWS. An altered bat is defined as those which have had one or more of the following:
      A) had the surface of the barrel or the taper changed in such a way as by sandpapering or applying a solvent to the surface, such as fingernail polish remover, or by any other means
      B) had the plug removed /replaced or changed in any way
      C) had the knob removed/replaced or changed in any way
      D) had anything removed or added to the inside or outside of the bat other than tape at the handle or knob
   6) Individuals are held solely responsible for their ownership and / or use of a disqualified or altered bat. An individual must know that their bat is not a disqualified or altered bat if they bring that bat to a NAGAAA GSWS play facility or uses it in a NAGAAA GSWS game.
   7) If a player is suspected of using a disqualified or altered bat, time must be called while that player is at bat. The bat is confiscated and immediately reviewed against the Disqualified Bat List.
   8) Should the bat be found to be on the Disqualified Bat List, the player's turn at bat is an automatic out for that inning; the player is ejected from the game and from the GSWS. If the team does not have a substitute player for the ejected player normal ASA participation rules of play will be enforced. The ejection of the player will cause SC 4.13 and SC 4.15 to be enforced. The bat will be retained as per SC4.02f)4).
   9) Should the bat not be on the Disqualified Bat List but the Plate Umpire and the Protesting team's Manager feel that the bat has been altered, they must send for the NAGAAA official that is in charge of that field. The NAGAAA official will confiscate the bat and hold the bat for review by the Assistant Commissioner.
   10) Should the player, who is suspected of using the altered bat, not want the Assistant Commissioner to be involved, he can inform the field NAGAAA official of his decision. If the player decides to do this the player's turn at bat is an automatic out for that inning, the player is ejected from the game and from the GSWS and suspended from NAGAAA for one year with no right of appeal. The rest of 4.02f)8) will apply. The bat will be retained as per SC4.02f)4).
   11) Should the player request that the Assistant Commissioner review the suspected bat, and if the Assistant Commissioner suspects that the bat has been altered, the Assistant Commissioner, at NAGAAA's expense, will send the bat to either the bat's manufacturer or to the ASA's altered Bat Committee. The Assistant Commissioner can, at this time, suspend the player. The result of the independent analysis will be final. The bat will be retained as per SC4.02f)4).
   12) Rather than accept the findings of the bat's manufacturer or the ASA Altered Bat Committee, the player may opt for the penalties describe in SC 4.02f)10). The bat will be retained as per SC4.02f)4).
   13. Should the player opt for independent analysis of the suspected altered bat and the analysis prove that the bat has been altered the player will be brought up in front of the Ethics Committee for an automatic suspension from NAGAAA for up to two (2) years. This will be

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considered under SC9.02c). SC 9.03 and SC 9.04 will also apply. The bat will not be returned to the owner.

14) Should a player be found in a second violation of the Altered Bat Policy, they will be banned from NAGAAA for life with no right to appeal.
15) Any player who, either voluntary or involuntary, has been suspended for using an altered bat will be ineligible for playing in any tournaments outlined in SC 10.01 during their period of suspension.
16) A team that is discovered to have within its' possession or control an altered bat may be disqualified from further tournament competition.

g) Safety bases will be used on all fields when possible. If safety bases cannot be used on one or more of the fields being used, they will not be used on any field unless required by the field management.
h) Field dimensions – NAGAAA will not adopt the ASA classifications of an 80 foot base path and a 325 foot fence length.
i) The official GSWS softball is defined as the ASA 12" Slowpitch softball.
j) All batters will begin with a zero to zero count.
k) NAGAAA will not adopt the ASA pitching change from 6' – 12' to 6' – 10'. The GSWS pitch height will remain 6' – 12'.
l) NAGAAA will not adopt the ASA rule of changing to 70' bases. NAGAAA will stay at 65'.

4.03 Game schedule - The tournament schedule will be presented at the Summer Meeting prior to play.

4.04 Forfeits in Pool Play - Forfeiting any pool play game will result in automatic disqualification of the team from that year's double elimination tournament.

a) Appeals of an automatic disqualification may be presented to the Protest Committee before completion of the pool play games if accompanied by a non-refundable $50 fee.
   1) If an appeal is upheld, the team will be reinstated in that year's GSWS.
   2) If an appeal is denied, the team is disqualified from that year's GSWS.

4.05 All games must be completed - In the event of rain or any other cause that interrupts a game, the game must be resumed at the exact point where it was stopped. In the event the tournament cannot be completed as scheduled, the Board of Directors shall decide how to determine the final standings.

4.06 Run rule -.The ASA run rule applies to all games in all divisions of the GSWS.

4.07 Homeruns –

a) The following are the divisional limits for out of the park homeruns A-4 progressive to a cap of 6 with no progressive allowed in the bottom of the last inning, B-2, C-1, D-0.
b) Once a team has reached their maximum of out of the park homeruns, any additional out of the park homerun will be considered an out.
c) For the D division an unassisted homerun hit over a 300' fence is an inning ending out.

4.08 Time limit - In all divisions, no new inning may begin after 55 minutes in pool play and 60 minutes in double elimination the exception of games for first, second, third, fourth, and fifth place. The team ahead in score shall be declared the winner and the game shall be declared completed.

a) Start of game time, as defined, shall begin
   1) Scheduled game time
   2) Earlier than scheduled, if agreed to by both managers
   3) After the scheduled game time, immediately after the field is occupied by the scheduled teams

b) In all the above cases the umpire assigned to officiate the game has to announce that time has begun.

4.09 Tiebreaker – The International Tiebreaker rule shall apply in double-elimination time-restricted games if the score is tied after seven innings or 60 minutes. At the beginning of each half inning, the batting team shall begin its turn at bat with the player who is scheduled to bat last in that respective half-inning being placed on second base. A substitute may be inserted for the runner following regular substitution rules.

4.10 Uniforms –

a) Players competing in GSWS games must play in like-colored shirts or jerseys with a number on the back at least six inches in height.
b) Coaches must be neatly attired, dressed uniformly and in accordance with the color code of the team.
c) Only authorized headgear may be worn. If headgear is worn, it must be worn properly
d) In the event of a conflict between this section and ASA rules, ASA rules shall prevail.

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4.11 No Smoking - At no time will any players, coaches or managers be allowed to smoke on the field or in the dugout.

4.12 During GSWS play, any time a player, coach or manager strikes another player, coach or manager, said player, coach or manager shall be ejected from the game and shall not be allowed to sit on the player's bench.

4.13 Any individual who engages in conduct that is grounds for ejection immediately before, during or after GSWS game or from the GSWS itself is subject to a disciplinary hearing before the Protest Committee. The Protest Committee may decide that:

a) no further action is necessary; or,
b) the individual(s) may not participate in further Open Division sanctioned play pending the deliberation of the Council.

4.14 Any individual who is ejected from a GSWS game for unsportsmanlike conduct shall immediately leave the field and not return to any GSWS playing site and/or sponsored event.

a) Any individual who is ejected from a GSWS game for unsportsmanlike conduct who does not leave the site or returns to any GSWS playing site and/or sponsored event will be suspended for the next GSWS

4.15 If a player is ejected from a GSWS game, the ejecting umpire will record the player's name, team name / city and the reason for the ejection. They will pass that information on to the Athletic Director, for that field, at the end of the game.

5.00 Rosters and Ratings

5.01 Rosters – Associations must submit regular season and GSWS team rosters to the Assistant Commissioner as follows:

a) Regular Season Roster
   1) Each team and team member must be listed on a properly submitted regular season roster.
      A) Properly submitted regular season rosters shall include every player on every team of an Association.
      B) The players' full legal name and date of birth must be included.
      C) Failure to supply the correct birth date for all players on all teams will result in an automatic fine of $100 plus an additional fine of $10 per occurrence.
      D) The Association's commissioner and each team's Manager must verify and attest that the player eligibility requirements herein have been satisfied.
   2) Deadline – Regular season rosters with player rating information must be electronically submitted to the Assistant Commissioner no later than July 15. (NOTE: It is suggested that each Association establish a roster deadline prior to June 15 to meet this deadline.)
      A) Associations that electronically submit regular season team rosters from July 16 through July 23 will be fined $100.
      B) Regular season team rosters will not be accepted after July 23.
      C) An automatic fine of $100, per athlete, for any change made to the regular season roster ratings after the deadline for submission (July 15) has passed.
   3) A team's regular season roster may consist of up to 18 players.
      A) Managers and coaches do not count as members of the regular season roster unless they also serve as players.

b) GSWS Roster
   1) Teams entered in the GSWS must compete with the same roster that they submitted during the regular season with the following exceptions:
      A) A team may add up to four Additional Players, replacing players or filling empty slots on their regular season roster.
         i) Additional Players must be indicated as such on the team's GSWS roster.
         ii) A team may not add a player who is named on the regular season roster of another team that is entered in the same division of the GSWS.
         iii) A player can not be listed on more than one (1) GSWS roster.
   2) A team's GSWS roster may consist of up to 18 players.

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A) Managers and coaches do not count as members of the roster unless they also serve as players.
B) Each GSWS roster may name two (2) non-playing Team members in addition to the maximum of 18 players.

3) Each player will confirm the accuracy and / or answer the following information:
A) Name
B) Birth date
C) Residency
D) Rating
E) Sexual orientation Declaration

4) Failure, by a player, to provide complete and accurate information will result in the player being denied admission into the current GSWS.

5) Deadline - All Associations must electronically submit final GSWS rosters with player rating information to the Assistant Commissioner by August 1 prior to any GSWS for every Association team that will participate in that year's GSWS.
A) Failure to submit the GSWS roster(s) to the Assistant Commissioner by August 1 will subject the Association to a $100 fine.
B) No team name or division designation changes will be considered after August 1.
C) The on-line system will be kept open to allow changes to date of birth, correct player name spelling errors and to add / delete players from the GSWS roster. Ratings and residency on the regular season rosters will remain locked
D) The on line system will lock one week prior to the start of the Summer meeting at midnight PST. A change after this deadline and before the time stated in SC5.01b)5)F) will go before the Ethics Committee and incur an automatic $50.00 fine
E) At 5PM (local time) on the last day of the Summer meeting, all GSWS rosters are considered final.
F) GSWS Roster Changes made after the 5 PM deadline will incur the following fines:
i) Addition / deletion of players or ratings changes, $250.00 per occurrence
ii) Changing misspelled names or birthdates, $100.00 per occurrence
iii) Identification of non-LGBT players, no fine
iv) All fines are automatic, cannot be appealed and must be paid at the time of the occurrence.

6) The Assistant Commissioner will forward all GSWS rosters to the Host City.

5.02 Player Ratings - Each Association shall rate every player on each of its teams using the Player Rating Guidelines in IoGs Appendix 2 (which are incorporated herein by reference) and report these ratings to the Assistant Commissioner on or before July 15 of every year.

5.03 Team Ratings -
a) A Team Rating is calculated by totaling the ratings of the ten top-rated players on each team.

5.04 GSWS Division Guidelines –
a) Teams may compete in the following GSWS divisions based on their Player and Team Ratings.
1) A division
A) All teams rated 270 or lower.
B) No open rostered team rated lower than 170 is allowed to play in the A division.
2) B division
A) All teams rated 185 or lower.
B) No players rated over 22 are allowed on a B division team.
3) C division
A) All teams rated 145 or lower.
B) No players rated over 15 are allowed on a C division team.
4) D division
A) All teams rated 105 or lower.
B) No players rated over 11 are allowed on a D division team.

b) Any motion that would change the division guidelines must be vetted by the Assistant Commissioner to include the following
1) How many associations are impacted with this change.

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2) How many players will be displaced due to this change.

5.05 Amendments - The player rating definitions, player ratings and GSWS Division guidelines of this section may be amended both in the Summer and Winter Meetings with the following exceptions:
a) All changes must be approved by a 2/3rds majority vote of the Council.
b) All changes made during a calendar year will go into effect with the following calendar year's GSWS.
Example: In the Winter meeting of 2012 there are 42 voting members of Council. 28 is a 2/3 rd's majority. There is a motion to change the B Division so that no player rated higher than a 20 can play in the B Division. The motion passes with 32 votes. Therefore, for the 2013 GSWS, no player that is rated over 20 can play in the B Division.
In the Summer meeting of 2012 there are 42 voting members of Council. 28 is a 2/3 rd's majority. There is a motion to change the cut off for the B Division to 180. The motion passes with 30 votes. Therefore, for the 2013 GSWS, the cut off for the B Division will now be to 180.
c) Change made during the Winter meeting may go into effect with the current GSWS provided that the proposal comes from the Competition Committee and is approved by ninety per cent (90%) super majority of the Open Council.
Example: In the Winter meeting of 2012 there are 42 voting members of Council. 38 is the 90% super majority .There is a motion to change the B Division so that no player rated higher than a 20 can play in the B Division. The motion passes with 39 votes. Therefore, for the **2012** GSWS no player that is rated over 20 can play in the B Division.
d) The NAGAAA Secretary will remind delegates of effective changes prior to the Winter meeting when the changes take place. These changes will also be reflected in the Winter Meeting Agenda.
e) Changes will be included in the IOG edition published after the Winter Meeting when the changes take effect.

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6.00 Team Entries

6.01 General Regulations - GSWS competition is open to all teams that meet the eligibility criteria specified in this Code.

6.02 Team Entry Fees – Associations shall pay an entry fee for each of its teams that enters the GSWS. The Council shall set the amount of this fee at the Winter Meeting each year.

a) GSWS team entry fees shall be sent to the Treasurer. See Appendix 1 for date requirements. The check may not be dated beyond July 15th of that year. Failure to meet either requirement will result in a $100.00 fine, per occurrence, payable by the Association before the start of the Summer Meeting.
b) GSWS team entry fees and all other fees and deposits will not be refunded if an Association commits to sending a team and is unable to fulfill that obligation.
c) If an Association notifies the Assistant Commissioner prior to the July 15th deadline that they will not be sending a team to the current GSWS, the automatic fine of one entry fee and all appropriate fees/deposits will be assessed and payment is due before the start of the Summer Meeting.
d) These fines are automatic and cannot be waved by the General Council or the Executive Board.
e) These actions my also result in the Association being brought before the Ethics Committee to consider additional fines and penalties.
f) Each GSWS team will submit a hotel deposit with their team entry fee and is subject to the same requirement /fine as outline in SC 6.02a).. The Council will set the amount of the hotel deposit at the Winter Meeting each year.
g) The GSWS hotel deposit is fully refundable provided that the refund requirements / procedures have been met and followed. See BL3.11g)2)and3).
h) Reservations for the GSWS host hotel(s) will commence July 1st. The start time will be Noon of the GSWS Host City Time Zone.

6.03 Team Selection - Each Association shall be responsible for the method of determining which of its teams will represent the Association in the GSWS, providing the following requirements are met.

a) All teams in each Association must play a minimum of ten (10) regular season games.
   1) Qualifying games must not include rainouts.
   2) Qualifying games must be conducted in accordance with ASA guidelines.

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3) For the "A" Division, inter-Association play will count toward the teams' ten (10) regular season game requirement. Games played in "A" sanctioned or any other tournaments do not count toward this 10-game requirement.
4) Intra-league play in the A/B divisions will count towards the minimum number of ten (10) games.

b) Teams may compete only in their division of registration or a higher division.

c) There will be a "no repeat" rule for teams that finish in first and second place in the B, C and D divisions. An ineligible team is defined as:
1) having 4 or more returning team players

d) The two top teams in the B, C, and D Divisions will receive an automatic berth in the next higher division for the upcoming GSWS.
1) Teams filling these berths would not count against their association's allotment of GSWS berths as defined in SC 6.04 b)
2) The teams must meet all of the eligibility requirements to participate in the GSWS.
3) Teams qualifying for this berth must have four (4) or more returning players from the previous year's GSWS roster.

6.04 Number of Teams per Association – Associations may compete in the division(s) of their choice subject to the following:

a) Each Association must send at least one team to the GSWS.
1) Any Association that fails to send at least one team to the GSWS shall:
A) Be fined in accordance to the statures set out in By-law 7.03,
B) Be eligible to send only one team to the next year's GSWS.
2) See Bylaws Section 1.05(a) (5) concerning suspension or termination of an Association's membership for failure to send at least one team to the GSWS.

b) The maximum number of teams an Association can send to the GSWS is as follows:
1) An Association with less than ten (10) teams may send a maximum of three (3) teams to the B, C and D divisions of the GSWS with a maximum of one (1) team per division.
2) An Association with ten (10) to nineteen (19) teams may send a maximum of four (4) teams to the B, C, and D divisions of the GSWS with a maximum of two (2) teams per division.
3) An Association with twenty (20) to twenty-four (24) teams may send a maximum of five (5) teams to the B, C and D divisions of the GSWS with a maximum of two (2) teams per division.
4) An Association with twenty-five (25) and over teams may send a maximum of seven (7) teams to the B, C, and D divisions of the GSWS with a maximum of two (2) teams in the C division and two (2) teams in the D division.
5) An Association may send as many teams as it wants to the A division of the GSWS.
A) An Association sending only one (1) team to the "A" division may send the team as an open rostered team.
i) Open rostered teams may not have rostered players from another "A" division team that is participating in the GSWS.
ii) Open rostered "A" division players may come from teams participating in the "B" and "C" divisions of the GSWS.
iii) Open rostered players may not participate in more than one division of the GSWS.

c) Exceptions to §6.04(b):
1) The Host City may send an additional team in the division of its choice.
2) If a Member Association sends only one team to the GSWS, it can be an Open Rostered team in any division.
3) A Member association may not send, in the B, C, and D Division, a regular season rostered team and an Open Rostered team. Nor may a member Association send a regular season rostered team in the B, C, and D Divisions and an Open Rostered team in another division, except for A.
4) A member association without a "B" Division team to send an Open Rostered "B" Division team to the GSWS. This team will not count towards that Association's GSWS berths
5) An Association without a C Division may send an Open Rostered C Division team to the GSWS. This team will not count towards a team's allotted berths.

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7.00 Player Eligibility

7.01 Participation – A player must participate in a minimum of fifty percent (50%) of his/her team's regular season games.

a) Participation is defined as a player being included on his/her team's game line up card and being able to play

b) Should a player's rating change during the association's GSWS qualifying season and the rating change force the player to move to a new division, the games played in both divisions, both divisions must be in the same association, will count towards the 50% qualification requirement.

7.02 Professional - Professional softball or baseball players are ineligible to compete for any Association while pursuing their profession.

7.03 Age - Players must be at least 18 years of age prior to June 1st of said year.

7.04 Residency – A maximum of two non-resident players are permitted on a GSWS roster.

a) A player may play for any team that he/she chooses. However, a player may not play for more than one association during an association's defined NAGAAA regular season and / or GSWS qualifying season.

b) If a player wishes to play for an Association in whose territory he/she does not reside, the player will be considered a non-resident player in that Association. This decision is irrevocable until after the GSWS of that calendar year.

c) An Association must notify the Assistant Commissioner electronically by July 15 of any and all non-resident players participating in their Association. Failure to electronically submit notice of a non-resident player by July 15 will result in the player being ineligible to play for the non-resident Association in that year's GSWS.

1) The Assistant Commissioner must notify any other Association commissioners affected within 15 days of receiving notice of a registered non-resident player.

d) A player may not be a non-resident player for any Association if said member has participated in any regular season or playoff games of another Association during the same calendar year.

e) A player may not become a non-resident of player for any Association if said member qualified due to participation in a regular season and / or playoff games of another Association during the same year.

The following rules do not apply to non-resident players.

f) Upon physical relocation, players may register and become eligible to play for a second Association, but that registration will negate the eligibility of a previous registration.

g If a player relocates after qualifying with his league, that player will be considered a resident player of said league.

h If a player relocates prior to meeting the GSWS residency requirements in the original league, the player may continue to play for that league but only as a non-resident player.

7.05 Non-LGBT players - A maximum of three (3) Non-LGBT players are permitted on a GSWS roster.

a) A team in violation of the Non-LGBT player guidelines shall be subject to disciplinary action that may include but is not limited to:

1) Permanent suspension of the Non-LGBT player from future GSWS and Open Division events.
2) Disqualification and forfeiture of all the offending team's games.
3) One year's suspension of the team's Manager.
4) A minimum $100.00 fine imposed against the team's Association.

b) In addition to a) above, any Association official in violation of or having assisted in a violation is subject to disciplinary action that may include, but is not limited to:

1) Permanent suspension as an Association representative to the Open Division.
2) One year's suspension of the Association official from participation in all Open Division activities including the GSWS.
3) A minimum $100.00 fine imposed against the official's Association.
4) Forfeiture of all games played by all the teams representing the official's Association prior to the discovery of a violation.

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8.00 Protests and Related Penalties

8.01 Types of Protests
- a) The UIC will rule on all protests regarding the application of rules of play.
- b) A Protest Committee will rule on all other protests in the following manner.

8.02 Protest Committee – The Protest Committee will hear and rule on all protests other than those related to the application of the rules of play.
- a) Composition - The Protest Committee shall consist of all Council Members or their appointed designate, except for the NAGAAA Commissioner.
  - 1) If an association fails to send a team to the GSWS; they still must fulfill their Protest Committee time slot(s)or are subject to the automatic fine (see SC 8.02f).
- b) Scheduling - The Athletic Director will create a Protest Committee schedule assigning times and locations in proportion to the number of teams that an Association sends to that year's GSWS. This schedule will be distributed prior to the close of the Summer Council Meeting for that year's GSWS
  - 1) Protest Committee members must be present and available to hear protests at the assigned time and place.
- c) Convening the Protest Committee – When a protest is filed, the Protest Committee Chairperson will convene the Protest Committee to hear and rule on the protest.
  - 1) At least five (5) Protest Committee members shall constitute a quorum for the purpose of hearing a protest. There shall be no more than two (2) reps per association on any Protest Committee.
- d) The Protest Committee will review all ejections for possible further action.
- e) Protest Committee business shall only be discussed with other Protest Committee members or the Commissioner.
- f) A $100 fine will be imposed on any Member Association that does not show up and report to the Protest Committee at their assigned time.

8.03 Protest Committee Chairperson – The Assistant Commissioner shall appoint a Protest Committee chairperson who will be in charge of all protest proceedings during the GSWS.
- a) The Protest Committee chairperson will explain and distribute the procedure for protesting a player or team to the GSWS team representatives at the Managers' meeting held prior to the start of the GSWS.
- b) Once a protest has been filed, the Protest Committee chairperson will assemble members of the Protest Committee to hear and rule on the protest subject to the following conditions:
  - 1) Any member of the Protest Committee who is a member of a team participating in the GSWS shall not participate in any matter involving any team competing within the same division as the Protest Committee member's team.
  - 2) No member of the Protest Committee shall vote on any matter involving a team or individual from the same Association that the Protest Committee member represents.

8.04 Filing a Protest
- a) A protest must be filed prior to the completion of the game in question.
- b) Protests may only be filed by the following:
  - 1) The opposing team's Manager of the game in question and must be filed prior to the completion of that game, or
  - 2) Any Open Division Director, or
  - 3) An Association's Commissioner or an individual named by him/her.
- c) No protests may be filed based on ratings in the A division.
- d) When filing a protest, the protesting party must identify the player(s) being protested and the specific basis for the protest including the questions of the Player Ratings Guide that are being challenged, if any. A protest fee must also be posted at the time of the filing of the protest pursuant to Softball Code §8.05.
- e) The game umpire will notify a NAGAAA official of all protests. In turn, the NAGAAA official will notify the Protest Committee chairperson.

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f) Upon review of the protest filing, should the protest be denied due to an improper filing, the official that denies the protest will offer minimal guidance as to why the protest was initially denied. This will offer the protesting group the ability to properly file the protest

g) At the time of the protest, the Protest Committee will notify the teams' Managers:
   1) The timing of the hearing pursuant to Softball Code Section 8.06(a).
   2) If a protest is based on team and/or player ratings, the potential penalty pursuant to Softball Code Section 8.07(a).
   3) If a protest is not based on team and/or player ratings, the potential penalty pursuant to Softball Code Section 8.07(b).

h) After a protest is filed, the game will continue to conclusion.

8.05 Protest Fees

a) Protests based on Player Ratings
   1) During pool play, the ratings protest filing fee is $50.00 and $10.00 per challenged question.
   2) During double elimination, the ratings protest filing fee is $100.00 and $20.00 per challenged question.
   3) If a protest is upheld, the protest filing fee and challenged question fee(s) are returned. The Protest Committee may also levy a fine against the disqualified player's Association.
   4) If a protest is denied, all fees are nonrefundable.
   5) If only a portion of the protest is upheld, monies shall be returned based on the sliding scale for the protest filing fee and challenged question fee as shown below:

#of questions challenged (round robin)

	1	2	3	4	5	6
	$ 60	$ 70	$ 80	$ 90	$ 100	$ 110
1	$ 60	$ 35	$ 27	$ 23	$ 20	$ 18
2		$ 70	$ 53	$ 45	$ 40	$ 37
3			$ 80	$ 68	$ 60	$ 55
4				$ 90	$ 80	$ 73
5					$ 100	$ 92
6						$ 110

#of questions challenged (double elimination)

	1	2	3	4	5	6
	$ 120	$ 140	$ 160	$ 180	$ 200	$ 220
1	$ 120	$ 70	$ 53	$ 45	$ 40	$ 37
2		$ 140	$ 107	$ 90	$ 80	$ 73
3			$ 160	$ 135	$ 120	$ 110
4				$ 180	$ 160	$ 147
5					$ 200	$ 183
6						$ 220

*Highlighted amount in yellow is equal to the amount to be paid prior to challenge being accepted
*Column on left equals the number of questions where the challenge was upheld
*Dollar amount equals the prorated amount of challenge fee to be returned

b) Protests not based on Player Ratings
   1) There shall be a $50 fee to protest a player for non-rating issues, which will be refunded if the protest is upheld.
   2) If a protest is denied, all fees are nonrefundable.

8.06 Hearings – The Protest Committee will hear the arguments of both teams in order to rule on a protest.

a) Time of Hearing

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1) During pool play, the Protest Committee will rule on protests as quickly as possible but, in any event, prior to the determination of seedings for double elimination play.
2) During double elimination play, the Protest Committee will rule on the protest prior to the start of the next game in which either team is to be involved.

b) Protest Committee hearings are to be audio recorded.
1) The audio equipment for the protest committee(s) hearing(s) will be housed with the Assistant Commissioner.
2) The tapes from the protest hearing(s) will be kept for one year and then destroyed.

c) All player ratings from the prior year and the current year will be available for all Protest Committee hearings.

d) The Protest Committee chairperson will begin the proceedings by explaining the protest hearing procedures to each team's Manager.
1) A protest that involves player eligibility as defined in SC7.0 must include at least one member of the NAGAAA Board of Directors.
. A) Per SC 9.03d) the NAGAAA Commissioner is exempt from this requirement.

e) The protesting party will begin the hearing by explaining the basis for the protest and presenting any evidence to support the protest.

f) The Protest Committee has the authority to then call for a vote to move the protest forward.

g) After the protesting party has presented its case, the protested party will be afforded the opportunity to present evidence to rebut the protesting party's argument.
1) If a player's eligibility is challenged based on residency:
A) The player will be asked to provide documentation of his/her legal residence; i.e. voter ID, mail addressed to residence, tax return**.** A photo ID alone is not sufficient.
B) In lieu of this documentation, the player will be asked for his/her home address and telephone number and the names of other persons residing at that address. This information will remain confidential.
C) If the player in question fails to provide this information, the Protest Committee reserves the right to rule the player ineligible.

h) After the parties have presented their cases, the Protest Committee will have the authority to interview players involved in the GSWS, Association officials and Members, and Open Division and GSWS officials and umpires. Both principal parties must be present during said interview(s).

i) When the principal parties and the Protest Committee have completed their interviews, the Protest Committee shall vote by secret ballot to determine whether to uphold or deny the protest. The principal parties should be present to observe the voting process.

j) The votes will be tallied and the parties will be informed of the Protest Committee's decision.

k) If the Protest Committee changes a player's rating question, it will be submitted to the Assistant Commissioner and will remain marked "y' through the following season.

l) Any action taken by the Protest Committee will be reviewed by the Council at the next Regular Meeting to determine if further sanctions are appropriate.
1) The matter will be referred for recommendation to the Ethics and Administration Committee.
2) The recommendation of the Protest Committee will be taken into account in determining any additional penalties.

8.07 Penalties –

a) Automatic Fines for Player/Team Ratings Violations - If a Player/Team Ratings protest is upheld, the protested Team's Association will automatically be fined as shown in the following chart:

Number of Questions Successfully Challenged	**Automatic Fine Assessed For Each Question Successfully Challenged**	**Total Fine for All Questions Successfully Challenged**
1	$100.	$100.
2	$200.	$300.
3	$300.	$600.
4	$400.	$1,000.
5	$500.	$1,500.

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6 or more	Incrementally increasing fines for each additional question successfully challenged as evidenced by the $100. increases for each of the first 5 questions.	Total fine for all questions successfully challenged.

1) Examples:
   A) If one player is protested and the protest is upheld as to one question, the player's Association will automatically be fined $100.
   B) If one player is protested and the protest is upheld as to three questions, the player's Association will automatically be fined $600 ($100+$200+$300).
   C) If two players are protested and the protest is upheld as to one question for one player but no questions for the second player, the players' Association will be fined $100.
   D) If two players are protested and the protest is upheld as to one question for one player and one question for the other player, the players' Association will be fined $300 ($100+$200).
   E) If two players are protested and the protest is upheld as to three questions for one player but no questions for the second player, the players' Association will be fined $600 ($100+$200+$300).
   F) If three players are protested and the protest is upheld as to three questions for one player, no questions for the second player and two questions for the third player, the players' Association will be fined $1,500 ($100+$200+$300+$400+$500).
   G) If one player is protested and the protest is upheld as to 7 questions, the players' Association will be fined $2,800 ($100+$200+$300+$400+$500+$600+$700).
   H) If three players are protested and the protest is upheld as to four questions for one player, no questions for the second player, and two questions for the third player, the players' Association will be fined $2,100 ($100+$200+$300+$400+$500+$600).

b) Other Automatic Penalties for Player/Team Ratings Violations -
   1) If a protest results in a player rating change that causes a team to move up a division,
      A) The protested team forfeits the protested game and the opponent is named the winner of the game,
      B) The protested team is eliminated from the current GSWS, and
      C) The protested team's Association is automatically fined $500, in addition to the fines imposed by Softball Code §807(a).
   2) If a protest results in a player rating change that does not cause a team to move up a division,
      A) If a protested player's rating is increased by one point and does not move him over the ratings cap for that division, the player can continue to play in the current GSWS.
         i) His new rating will stand in his team's overall rating.
         ii) The result of the game stands.
         iii) The team whose player was protested can continue in the GSWS, provided that it is not their second loss in the GSWS Double Elimination.
      B) If a protested player's rating is increased by two or more points, the player will be deemed ineligible for the remainder of the current GSWS. This holds true even if his ratings is under the cap for that division.
         i) His new rating will stand in his team's overall rating.
         ii) The result of the game stands.
         iii) The team whose player was protested can continue in the GSWS, provided that it is not their second loss in the GSWS Double Elimination.
      C) If a protested player's rating exceeds the limit for that division; the player is ineligible going forward and can no longer play in the current GSWS.
         i) His new rating will stand in his team's overall rating.
         ii) The protested team will be declared the loser of the game.
         iii) The team can continue to play in the GSWS only if the new team rating, which includes the ineligible player's new rating, is less than the team cap
         iv) The team whose player was protested can continue in the GSWS, provided that it is not their second loss in the GSWS Double Elimination.

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3) If a team has three or more protest ratings questions upheld, either in one game or multiple games,
   A) The protested team will forfeit the last protested game and the opponent is declared the winner.
   B) The protested team is eliminated from the current GSWS.
   C) The protested team's association is automatically fined $500.00 in addition to the fines imposed by Softball Code 8.07a).
   D) The protested team, association, coach and players may be subject to further penalties at the next Winter Meeting as outlined in Softball Code 8.07c)
4) Mandatory Attendance is required at Winter Ratings Workshop of the following associations
   A). If a team lodges two or more unsuccessful ratings questions during one single GSWS, then a representative of that Association must attend the Winter Ratings Workshop.
   B). If an association has more than two protest questions upheld during one single GSWS then a representative of that association must attend the Winter Ratings Workshop.
   C) Impose a $100 fine for associations who are required to and do not attend the Winter Ratings Workshop

c) Discretionary Penalties for Ratings Violations - Any or all of the following penalties may be imposed by Council after a review has been completed at the following Winter Meeting:
   1) Suspension of all members and the Manager of that team from the next GSWS.
   2) Suspension of any individual determined to be involved from the next GSWS.
   3) No team from that Association allowed in that division in the next GSWS.
   4) Suspension of the Association's voting privileges.
   5) Suspension of the Association's commissioner for the next GSWS and/or any future GSWS.
   6) Permanent expulsion of the Manager.
   7) Permanent expulsion of the player(s) involved.
   8) Permanent expulsion of the Association's commissioner.
   9) Permanent expulsion of the Association.
   10) Fine of up to $2,500.

d) Automatic Penalties for Eligibility Violations Based on Provisions Other than Player/Team Ratings
   1) If a player is deemed ineligible for reasons other than player/team ratings violations:
      A) The player's team forfeits the protested game and any subsequent games in which the protested player has played prior to the resolution of the protest, and
      B) The player and his/her Manager will be disqualified from the remainder of the current GSWS.
      C) An automatic fine of $500 will be imposed for eligibility violations based on provisions other than player/team ratings.
      D) No player can have their ratings protested, if the result of the protest would cause their current GSWS rating to be lowered.

9.00 Disqualification/Suspension of a Team or Team Member

9.01 Jurisdiction - A Team or Team member shall cease to be eligible to compete in tournaments conducted or sanctioned by the Open Division while disqualified by the Open Division or by an Association provided that the disqualification does not conflict with this Code or the established policies of the Open Division.

9.02 Acts of Disqualification - The following is a list of acts, any one of which may be justification for the suspension or expulsion of any Team or Team member by the Open Division or by any Association:
a) Unsportsmanlike conduct.
b) Abusive behavior toward an umpire, tournament official or participant of the current GSWS immediately proceeding, during, or after a game.
   1) Due to above actions any expense that is incurred by NAGAAA to ensure the safety of the NAGAAA GSWS participants will be paid by the offending member association, GSWS Umpire, participant or spectator.

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c) Commission of fraud such as playing under an assumed name, falsifying an affidavit or roster, or giving false information to tournament officials.
d) Player/Team accepting a cash prize in a softball/baseball tournament.
e) Receiving money or financial benefits in consideration of participating in softball or baseball competition.
f) Participating while knowing they do not meet the eligibility requirements of the Open Division.
g) Knowingly competing with players that are disqualified from Open Division play.
h) Accepting money (directly or indirectly) by capitalizing on athletic ability, athletic performance, or fame in softball or baseball, such as allowing the use of the player's name to advertise, recommend, or promote the sale of softball or baseball sporting goods or by accepting compensation for using such goods.

9.03 Disqualification Procedures:

a) Hearing - Prior to disqualification by the Open Division or by an Association, a Team or Team member must be given an opportunity for a hearing by the Council or by the ruling body of the Association to which the team or team member belongs, except during the course of GSWS play when the provisions of Softball Code Article 8 shall apply.
b) Notification – If the Open Division is taking the action, the Open Division will notify the Team or Team member's Association, within 60 days, electronically and/or in writing of the time, place and date of the hearing. The Association is responsible for forwarding this information to its involved Members.
c) Rulings - After hearing all of the evidence, the Council may take whatever action it deems necessary and appropriate in accordance with this Code. The Association must be advised electronically and/or in writing of the action taken. The Association is responsible for notifying its involved Member(s) of the ruling.
d) Right of Appeal - A Team or Team member disqualified from Open Division play may appeal to the Commissioner who shall determine if a fair hearing was held and an equitable decision reached. The decision of the Commissioner shall be final.
e) Timing of Appeal - Any disqualified Team or Team member must notify the Commissioner of his/her desire to appeal the decision within thirty (30) days of being notified of the disqualification. Such appeal must be made in writing and sent by certified or registered mail with return receipt requested.

9.04 Penalties Imposed by Associations – After a hearing, a Team or Team member may be disqualified for a period of time at the discretion of an Association's governing body for violations of §9.02 of this Code except that the following acts of disqualification require a minimum of one year loss of eligibility:

a) Physical violence.
b) Commission of fraud.
c) Accepting Cash Prizes from softball/baseball tournaments.
d) Knowingly competing with disqualified players.
e) Receiving money by capitalizing on athletic ability or promotion of softball or baseball goods.

10.00 Invitational Tournaments

10.01 Designated A/B Invitational Tournament – NAGAAA Cup

a) Refer to Appendix 5

11.00 Amendments to the Softball Code

11.01 Amendments

a) This Code may only be amended at a Summer, Winter or Special meeting of the Council. Amendments to this Code may be proposed as follows:
   1) If submitted to the Secretary in writing prior to the opening of any of the above mentioned meetings,
   2) If in the form of a committee report, or
   3) From an individual Member during the above mentioned meetings if sponsored by a Council Member.

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b) A proposal to amend this Code requires a majority vote of the Council to be adopted. Voting shall follow the procedures outlined in Bylaws Article 2. Proposed amendments voted on at a Summer or Special Meeting that might affect the playing, rules, format and / or an Association's obligations to the GSWS of that year's GSWS must be ratified by an affirmative vote of two-thirds of the Council.
c) At the Winter Meeting, the Council shall have the option of accepting or rejecting any new ASA rule change, addition, or deletion.
d) An amendment shall be effective immediately after its adoption unless otherwise specified in the amendment.

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Appendix 1 - Association Payment and Reporting Due Dates

North American Gay Amateur Athletic Alliance - Open Division

Associations are required to submit the following information through the Open Division's Online Web Facility when available. When information cannot be submitted online, it must be sent via email or by certified mail or other documentable delivery service to the appropriate Open Division representative.

Payments and Reports submitted annually listed by due date:

By Opening of the Winter Meeting:

1. Association dues must be paid. For 2012 the association dues are $350.00.

March 1:

1. GSWS umpire nominations received

April 1:

1. Current year due dates are to be posted on the web site.

July 15:

1. List of regular season teams and Managers.
2. Reservation of GSWS berths.
3. Regular season team rosters including player ratings.
4. Non-resident player affidavit.
5. GSWS per team entry fee and hotel deposit must be **postmarked** to the Treasurer for all berths that are reserved. For 2012 the per team fee is $650.00

August 1:

1. Designation of GSWS Teams.
2. GSWS team rosters including player ratings.
3. Notification to the Treasurer and Asst. Commissioner if any of the GSWS berths reserved will not be utilized. There is a complete refund of per team entry fee and hotel deposit until this date. After this date there will be no refund of the per tem fee and hotel deposit.

Payments and Reporting submitted other than annually:

1. Association Contact Information Updates – The Member Association is required to update their Association contact information the Sunday prior to the start of the Winter Meeting or 30 days after any change. Failure to update this information as of the beginning of a Winter Meeting will result in an automatic $100 fine to the Association.

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Appendix 2 – Player Rating Guidelines © NAGAAA

North American Gay Amateur Athletic Alliance - Open Division

Directions:

1. Read the following Statement of Purpose:

Statement of Purpose: This form is intended to be used as a tool to assist those responsible for rating players so ratings may be fair and consistent across all levels of play and across all leagues in the Open Division. All questions are intended to determine if a player possesses a skill or skills necessary for softball.

2. Circle a YES or NO answer for each question.
3. Many questions have multiple parts. A YES to ANY one part is a YES to the question.
4. Questions: All questions will begin with the phrase: ***DOES THE PLAYER HAVE THE ABILITY TO...***

THROWING:

DEFINITIONS FOR THROWING, FIELDING AND BASE RUNNING QUESTIONS

OCCASIONALLY: to be able to perform the particular skill without regularity. (i.e. the skill can be performed 3 out of 5 times)

CONSISTENTLY: to be able to perform the particular skill with regularity. (i.e. the skill can be performed 4 out of 5 times)

Questions 1-5 are intended to identify THROWING ability, and have nothing to do with the player's ability to field the ball.

YES or NO 1. occasionally throw a ball through the air 65 feet or better in the vicinity of another player?
(65 feet is the distance between bases)

YES or NO 2. consistently throw a ball through the air 90 feet or better in the vicinity of another player?
(90 feet is the distance between 3rd and 1st)
OR
occasionally throw to the proper place turning accurate infield plays against runners with average base running speed?

[a "YES" to Q#2 automatically results in a "YES" to Q#1]

YES or NO 3. occasionally throw a ball through the air 90 feet or better without a rainbow arc in the vicinity of another player?
OR
consistently throw to the proper place turning accurate infield plays against runner with average base running speed?

[a "YES" to Q#3 automatically results in a "YES" to Q#1, #2]

YES or NO 4. consistently throw a ball through the air 90 feet or better without a rainbow arc in the vicinity of another player?

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[a "YES" to Q#4 automatically results in a "YES" to Q#1, #2, #3]

YES or NO 5. consistently throw without a rainbow arc to the proper place turning accurate infield plays against aggressive runners with above average speed?
OR
consistently make long throws without a rainbow arc from the outfield directly and accurately to the proper base completing proper plays against aggressive runners with above average speed?

[a "YES" to Q#5 automatically results in a "YES" to Q#1, #2, #3, #4]

FIELDING:

DEFINITIONS FOR FIELDING QUESTIONS

OCCASIONALLY: to be able to perform the particular skill without regularity. (i.e. the skill can be performed 3 out of 5 times)

CONSISTENTLY: to be able to perform the particular skill with regularity. (i.e. the skill can be performed 4 out of 5 times)

Questions 6-14 are intended to identify FIELDING ability, and have nothing to do with the player's ability to throw the ball.

YES or NO 6. occasionally on purpose catch balls that are thrown to the player with a rainbow arc?

YES or NO 7. occasionally on purpose catch balls that are thrown to the player without a rainbow arc?

[a "YES" to Q#7 automatically results in a "YES" to Q#6]

YES or NO 8. consistently on purpose field slow hit balls that are within a few steps?
OR
consistently on purpose catch fly balls that are within 15 feet?

[a "YES" to Q#8 automatically results in a "YES" to Q#6, #7]

YES or NO 9. consistently on purpose field medium hit balls that are within a few steps?
OR
consistently on purpose catch fly balls that are more than 15 feet away?

[a "YES" to Q#9 automatically results in a "YES" to Q#6, #7, #8]

YES or NO 10. occasionally on purpose field medium hit balls that are in the hole?
OR
occasionally on purpose catch fly balls that are more than 30 feet away?

[a "YES" to Q#10 automatically results in a "YES" to Q#6, #7, #8, #9]

YES or NO 11. consistently on purpose field medium hit balls that are in the hole?
OR
consistently on purpose catch fly balls that are more than 30 feet away?

[a "YES" to Q#11 automatically results in a "YES" to Q#6, #7, #8, #9, #10]

YES or NO 12. occasionally on purpose field hard hit balls that are in the hole?
OR
occasionally on purpose stop line drives in the gaps from getting by the outfielders?

[a "YES" to Q#12 automatically results in a "YES" to Q#6, #7, #8, #9, #10, #11]

YES or NO 13. consistently on purpose field hard hit balls that are in the hole?
OR
consistently on purpose stop line drives in the gaps from getting by the outfielders?

[a "YES" to Q#13 automatically results in a "YES" to Q#6, #7, #8, #9, #10, #11, #12]

YES or NO 14. occasionally on purpose make spectacular catches?

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BASE RUNNING:

DEFINITIONS FOR BASE RUNNING QUESTIONS

OCCASIONALLY: to be able to perform the particular skill with some regularity or more often than not. (i.e. the skill can be performed 3 out of 5 times)

YES or NO 15. go from base to base utilizing rudimentary knowledge of the rules?

YES or NO 16. run with average speed and occasionally take extra bases on good hits or errors against a limited level of defense?

[a "YES" to Q#16 automatically results in a "YES" to Q#15]

YES or NO 17. run aggressively with average or better speed and occasionally take extra bases on good hits or errors against an intermediate level of defense?

[a "YES" to Q#17 automatically results in a "YES" to Q#15, #16]

YES or NO 18. run very aggressively and occasionally take extra bases on good hits or errors against an exceptional level of defense?

[a "YES" to Q#18 automatically results in a "YES" to Q#15, #16, #17]

HITTING:

DEFINITIONS FOR HITTING QUESTIONS

OCCASIONALLY: to be able to perform the particular skill, but without regularity. (i.e. the skill can be performed 2 out of 5 times)

CONSISTENTLY: to be able to perform the particular skill with some regularity or more often than not. (i.e. the skill can be performed 3 out of 5 times)

Questions 19-27 are intended to be answered based on the outcome – not counting walks – of each completed at bat (whether the batter reaches base or is out on the final pitch of the at bat), not based on the outcome of each swing during an at bat.

YES or NO 19. occasionally hit a fair ball?

YES or NO 20. consistently hit a fair ball?

[a "YES" to Q#20 automatically results in a "YES" to Q#19]

YES or NO 21. occasionally hit a fair ball with at least medium velocity?

[a "YES" to Q#21 automatically results in a "YES" to Q#19, #20]

YES or NO 22. consistently hit a fair ball with at least medium velocity?

[a "YES" to Q#22 automatically results in a "YES" to Q#19, #20, #21]

YES or NO 23. consistently reach base safely on a batted ball against a limited level of defense?
OR
occasionally reach base safely on a batted ball against an intermediate level of defense?

YES or NO 24. consistently reach base safely on a batted ball against an intermediate level of defense?
OR
occasionally reach base safely on a batted ball against an exceptional level of defense?

[a "YES" to Q#24 automatically results in a "YES" to Q #23]

YES or NO 25. consistently reach base safely on a batted ball with high velocity against an intermediate level of defense:

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OR
consistently reach base safely on a batted ball against an exceptional level of defense?

[a "YES" to Q#25 automatically results in a "YES" to Q, #23, #24]

YES or NO 26. consistently reach base safely on a batted ball with high velocity against an exceptional level
of defense?

[a "YES" to Q#26 automatically results in a "YES" to Q #23, #24, #25]

YES or NO 27. occasionally hit a ball over a 300' fence?

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Appendix 3 – Association Territories © NAGAAA

North American Gay Amateur Athletic Alliance - Open Division

Atlanta, GA

HOTLANTA SOFTBALL LEAGUE

TERRITORY: Georgia, South Carolina, Chattanooga TN (shared with Nashville, TN and Knoxville, TN) and Charlotte, NC. Charlotte, NC is shared with Mid-Atlantic and Knoxville.

Austin, TX

SOFTBALL AUSTIN

TERRITORY: A 100 mile radius around Austin, Texas. Territory includes the greater Austin metro area, Round Rock, San Marcos, New Braunfels, Killen, Temple and San Antonio. This territory is shared, jointly, with Houston for all divisions.

Birmingham, AL

NEW SOUTH SOFTBALL LEAGUE

TERRITORY: Alabama, Mississippi all locales South of Tupelo and the pan handle of Florida. This territory is shared, jointly, with Memphis and Nashville for the purpose of the A and B Divisions only.

Boston, MA

BEANTOWN SOFTBALL LEAGUE

TERRITORY: Massachusetts, Rhode Island, Vermont, New Hampshire and Maine. This territory is shared with Rhode Island. Western Massachusetts is also shared with SNE. For the purposes of the A and B Divisions this territory is shared jointly with Rhode Island and Southern New England

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Chicago, IL

METROPOLITAN SPORTS ASSOCIATION

TERRITORY: To include Illinois, Indiana and Michigan. For the purpose of the A Division only Chicago will share this territory with Madison, Milwaukee and Twin Cities. For the purpose of the A Division only, Chicago, Cleveland Columbus will share the following counties Ohio; Ohio - Sandusky, Ohawa, Lucas, Wood, Fulton, Henry, Williams and Defiance, Chicago will share with Columbus the following counties in Michigan - Monroe, Lenawer and Hillsdale Counties for the A Division only.

Cleveland, OH

NORTH COAST ATHLETIC ASSOSICATION

The state of Ohio, sharing the state with Columbus, OH, Sharing the following counties in Ohio with Pittsburgh Ashtabula, Trumbul, Mahoning, Columbiana, and Belmont and sharing the following Pennsylvania counties with Pittsburgh, Columbus, Erie, Crawford, Mercer, Lawrence, Beaver, Washington and Greene, For the purpose of the A Division only, Chicago, Cleveland Columbus will share the following counties Ohio; Ohio - Sandusky, Ohawa, Lucas, Wood, Fulton, Henry, Williams and Defiance. Sharing the West Virginia counties that border Ohio with Pittsburgh and Columbus

Columbus, OH

COLUMBUS LESBIAN & GAY SOFTBALL ASSOCIATION

TERRITORY: The state of Ohio, sharing the state with Cleveland, Ohio. Sharing Kentucky 120 miles south of the Ohio border to include Louisville and Lexington with Knoxville, Sharing the following Ohio counties with Pittsburgh, Ashtabula, Trumbul, Mahoning, Columbiana, and Belmont, Sharing the following Pennsylvania counties with Pittsburgh, Columbus, Erie, Crawford, Mercer, Lawrence, Beaver, Washington and Greene. Sharing the West Virginia counties that border Ohio with Pittsburgh and Cleveland For the purpose of the A Division only Chicago and Columbus will share the following counties in Michigan and Ohio; Ohio - Sandusky, Ohawa, Lucas, Wood, Fulton, Henry, Williams and Defiance, in Michigan - Monroe, Lenawer and Hillsdale Counties

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Dallas, TX

PEGASUS SLOWPITCH SOFTBALL ASSOCIATION

TERRITORY: Counties that are included and border to the West are: Hardeman, Foard, Knox, Haskell, Jones, Taylor and Runnels. Counties that are included and border to the on the North along the Texas State Line are: Hardeman, Wilbarger, Wichita, Clay, Montague, Cooke, Grayson, Fannin, Lamar, Red River and Bowie. Counties that are included and border to the East along the Louisiana State Line are: Bowie, Cass, Marion, Harrison, and Panola. Counties that are included and border to the South are: Panola, Rusk, Cherokee, Anderson, Freestone, Limestone, McLennan, Bosque, Hamilton, Comanche, Coleman and Runnels. And, all counties located within these boundaries.
Dallas and Houston will share territory for all divisions in Panola, Rusk, Cherokee and Anderson Counties. Dallas and Houston will continue to share all territory for the “A” Division, only.

Denver, CO

DENVER AREA SOFTBALL LEAGUE

TERRITORY: Colorado, Wyoming

Fort Lauderdale, FL

SOUTH FLORIDA AMATEUR ATHLETIC ASSOCIATION

TERRITORY: Martin, Lee, Hendry Palm Beach, Collier, Broward, Monroe, and Dade Counties exclusively. Will share all other counties with Tampa and Orlando except for the counties specifically defined as Tampa’s and Orlando’s exclusive territories, For the “A” Division only, Ft. Lauderdale, Orlando and Tampa agree to share all defined territory.

Houston, TX

MONTROSE SOFTBALL LEAGUE

TERRITORY: 300 mile radius of city of Houston, Dallas and Houston will share territory for all divisions in Panola, Rusk, Cherokee and Anderson Counties. Dallas and Houston will continue to share all territory for the “A” Division, only.

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Kansas City, MO

HEART OF AMERICA SOFTBALL LEAGUE

TERRITORY: Greater Kansas City Metropolitan area, Kansas, Missouri, Nebraska, W. Arkansas and Iowa. Eastern Missouri share Boone and Cole Counties with St. Louis Shared with Tulsa, OK Kansas –-Southeastern counties of Crawford, Labette, Montgomery, Chautauqua, Elk, Wilson, and Neosho. Missouri – McDonald, Newton, Jasper, Barton, Dade, Lawrence, Barry, Greene and Christian counties. Arkansas –Benton, Washington, Crawford and Sebastian counties.

Knoxville, TN

K-TOWN SOFTBALL LEAGUE

TERRITORY: For all Divisions: Eastern Tennessee sharing Chattanooga with Nashville and Atlanta, sharing Middle Tennessee with Nashville, Western North Carolina and Central North Carolina, sharing Charlotte with Atlanta and Mid-Atlantic, state of Kentucky sharing from Louisville to Lexington north to the Ohio border with Columbus and sharing Southern Kentucky with Nashville.

Las Vegas, NV

LAS VEGAS GAY ATHLETICS

TERRITORY: To include Clark County, NV (including the cities of Las Vegas, Henderson, North Las Vegas and Boulder City) and St. George and Cedar City, Utah. For the A/B divisions only Las Vegas will share their territory with San Diego, Long Beach, Los Angeles, San Francisco and Silicon Valley Long Beach, CA

Long Beach, CA

SURF AND SUN SOFTBALL LEAGUE

TERRITORY: The territory south of San Louis Obispo, Kern and San Bernardino Counties to the Nevada and Arizona borders with the inclusion of the country of Mexico where it borders the state of California Long Beach, Los Angeles and San Diego agree to share the stated borders. For the A/ B divisions only, this territory will be shared with Las Vegas. For the purpose of the A division these borders will be shared with Phoenix.

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Los Angeles, CA

GREATER LOS ANGELES SPORTS ASSOCIATION

TERRITORY: The territory south of San Louis Obispo, Kern and San Bernardino Counties to the Nevada and Arizona borders with the inclusion of the country of Mexico where it borders the state of California Long Beach, Los Angeles and San Diego agree to share the stated borders. For the A/ B divisions only, this territory will be shared with Las Vegas. For the purpose of the A division these borders will be shared with Phoenix.

Madison, WI

BADGERLAND SOFTBALL LEAGUE

Territory: The state of Wisconsin including the cities of Madison and Milwaukee shared with territory Milwaukee for all divisions and the state of Iowa. Madison will share territory 75 miles surrounding the state of Minnesota into Wisconsin and Iowa with Twin Cities for all divisions. For the purpose of the A Division only, Madison will share territory with Milwaukee, Twin Cites and Chicago.

Memphis, TN

BLUFF CITY SPORTS ASSOCIATION

TERRITORY: West Tennessee east to Henry, Carroll, Henderson and Hardin counties, Eastern Arkansas, Northern Mississippi. This territory is shared, jointly, with Birmingham and Nashville for the purpose of the A and B Divisions only.

Mid-Atlantic, VA

MID-ATLANTIC AMATEUR SOFTBALL ASSOCIATION

TERRITORY: Virginia excluding I-95 North of Fredericksburg and counties that adjoin DC, North Carolina with the exception of Charlotte, NC which is shared Atlanta.

Milwaukee, WI

SATURDAY SOFTBALL BEER LEAGUE (SSBL)

TERRITORY: The state of Wisconsin to include the cities of Milwaukee and Madison, shared with Madison for all divisions. Sharing 75 miles into the state of Wisconsin with Twin Cities For the purpose of the A Division only, Milwaukee will share their territory with Chicago, Madison and Twin Cities.

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Montreal, Quebec

LIGUE de BALLE MAXIMA

TERRITORY: Provinces of Quebec and Ontario sharing with Toronto for all divisions.

Nashville, TN

Metro Nashville Softball Association

TERRITORY: State of Tennessee, West Tennessee east to Henry, Carroll, Henderson and Hardin Counties, the city of Chattanooga is shared with Atlanta, GA and Knoxville, TN and the defined Memphis, Tennessee territory. Also includes Southern Kentucky. This territory is shared, jointly, with Birmingham and Memphis for the purpose of the A and B Divisions only. Southern Kentucky and Middle Tennessee are shared with Knoxville for all divisions.

New Orleans, LA

NOLA SOFTBALL LEAGUE

TERRITORY: 225 mile radius of New Orleans, sharing Alabama locations with Birmingham

New York City, NY

BIG APPLE SOFTBALL LEAGUE

TERRITORY: New York, New Jersey North of New Brunswick and Western Connecticut. Western Connecticut and Westchester, Putnam and Dutchess Counties in New York are shared with SNE.

Oklahoma City, OK

SOONER STATE SOFTBALL ASSOCIATION

TERRITORY: Oklahoma shared with Tulsa

Orlando, FL

CENTRAL FLORIDA SOFTBALL LEAGUE

TERRITORY: Alachua, Marion, Lake, Volusia, Seminole, Orange, Osceola, Sumter and Brevard Counties exclusively. Will share all other counties with

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Tampa and Ft. Lauderdale except for the counties specifically defined as Tampa's and Ft. Lauderdale's exclusive territories, For the "A" Division only, Ft. Lauderdale, Orlando and Tampa agree to share all defined territory.

Philadelphia, PA

CITY OF BROTHERLY LOVE SOFTBALL LEAGUE

TERRITORY: Geographic region surrounding Philadelphia, PA., Pennsylvania, West to and including Harrisburg, East to the New York state border including Scranton, all of Delaware, Maryland North of Baltimore and New Jersey South of New Brunswick. This territory is shared, jointly, with Washington, DC for the purpose of the A Division only.

Phoenix, AZ

CACTUS CITIES SOFTBALL LEAGUE

TERRITORY: Arizona
For the purpose of the A Division this territory will be shared with Long Beach, Los Angeles, San Diego and San Francisco

Pittsburgh, PA

STEEL CITY SOFTBALL LEAGUE

TERRITORY: Western PA as far east as Johnstown/Altoona, sharing the following Pennsylvania counties with Cleveland, Erie, Crawford, Mercer, Lawrence, Beaver, Washington and Greene. Sharing the following Ohio counties with Columbus, Ashtabula, Trumbul, Mahoning, Columbiana, and Belmont and the state West Virginia, sharing the counties that border Ohio with Columbus and Cleveland

Portland, OR

ROSE CITY SOFTBALL ASSOCIATION

TERRITORY: Shared boundaries with Seattle: SW Washington and Oregon

Rhode Island

RENAISSANCE CITY SOFTBALL LEAGUE

TERRITORY: Massachusetts, Rhode Island, Vermont, New Hampshire and Maine. This territory is shared with Boston. Western Massachusetts is also

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shared with SNE. For the purposes of the A and B Divisions the territory is shared jointly with Boston and Southern New England

Sacramento, CA

SACRAMENTO VALLEY GAY and LESBIAN SOFTBALL

TERRITORY: Shared with San Francisco, El Dorado, Placer, Sacramento, San Joaquin, Solano Sutter, Yolo and Yuba Counties

San Diego, CA

AMERICA'S FINEST CITY SOFTBALL LEAGUE

TERRITORY: The territory south of San Louis Obispo, Kern and San Bernardino Counties to the Nevada and Arizona borders with the inclusion of the country of Mexico where it borders the state of California Long Beach, Los Angeles and San Diego agree to share the stated borders. For the A/ B divisions only, this territory will be shared with Las Vegas. For the purpose of the A division these borders will be shared with Phoenix.

San Francisco, CA

SAN FRANCISCO GAY SOFTBALL LEAGUE

TERRITORY: The territory north of San Louis Obispo to the California / Oregon border For the A/B divisions San Francisco and Las Vegas will share a territory. For the purpose of the A division these borders will be shared with Phoenix. Will share the following counties with Sacramento for all divisions El Dorado, Placer, Sacramento, San Joaquin, Solano Sutter, Yolo and Yuba

Silicon Valley, CA

SILICON VALLEY SOFTBALL LEAGUE

TERRITORY: Shared with San Francisco: Alameda, Contra Costa, Marion, Napa, Santa Clara, San Francisco, San Mateo, Solano, and Sonoma Counties For the A/B Divisions this territory will be shared with Las Vegas

Seattle, WA

EMERALD CITY SOFTBALL ASSOCIATION

TERRITORY: Shared boundaries with Portland: SW Washington, Oregon, Idaho and shared with Vancouver, British Columbia, Canada.

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Southern New England

SOUTHERN NEW ENGLAND FRIENDSHIP LEAGUE

TERRITORY: Entire state of Connecticut, Western Massachusetts (including Springfield), Westchester County, New York and Eastern New York including Putnam and Dutchess Counties. Western Connecticut and New York State references are shared with New York. Western Massachusetts is shared with Boston and Rhode Island. For the purposes of the A and B Divisions the territory is shared jointly with Boston and Rhode Island

St. Louis, MO

ST. LOUIS GAY AND LESBIAN ASSOCIATION OF SUMMER SOFTBALL

TERRITORY: Eastern Missouri share Boone and Cole Counties with Kansas City – Share with Chicago, city of Springfield and all Illinois counties south of Springfield.

Tampa, Fl

SUNCOAST SOFTBALL LEAGUE

TERRITORY: Citrus, Hillsborough, Pinellas, Pasco, Hernando, Manatee, and Sarasota Counties exclusively. Will share all other counties with Ft. Lauderdale and Orlando except for the counties specifically defined as Ft. Lauderdale's and Orlando's exclusive territories For the "A" Division only, Ft. Lauderdale, Orlando and Tampa agree to share all defined territory.

Toronto, Ontario,

CABBAGETOWN GROUP SOFTBALL LEAGUE

TERRITORY: Provinces of Quebec and Ontario sharing with Montreal for all divisions and Buffalo, New York

Tulsa, OK

TULSA METRO SOFTBALL LEAGUE

TERRITORY: Oklahoma – shared with Oklahoma City, Kansas – shared with Kansas City -Southeastern counties of Crawford, Labette, Montgomery, Chautauqua, Elk, Wilson, and Neosho. Missouri – shared with Kansas City – McDonald, Newton, Jasper, Barton, Dade, Lawrence, Barry, Greene and Christian. Arkansas – shared with Kansas City Benton, Washington, Crawford and Sebastian.

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TWIN CITIES (Minneapolis & St. Paul, MN)

TWIN CITIES GOODTIME SOFTBALL LEAGUE

TERRITORY: The borders of the state of Minnesota plus 75 miles into the neighboring states. Sharing 75 miles into the state of Wisconsin with Madison and Milwaukee and 75 miles into Iowa with Madison For the purpose of the A Division only, Twin Cities will share their territory with Madison, Milwaukee and Chicago.

Vancouver, British Columbia

WEST END SLOPITCH ASSOCIATION

TERRITORY: Shared with Seattle: Northern Washington and British Columbia

Washington DC

CHESAPEAKE & POTOMAC SOFTBALL LEAGUE

TERRITORY: District of Columbia, South to Fredericksburg, VA, North to Baltimore including Baltimore City and Baltimore County, East to Maryland's Eastern Shore and West to Martinsburg, WV. This territory is shared, jointly, with Philadelphia for the purpose of the A Division only.

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Appendix 4 – Conflict of Interest Policy © NAGAAA

North American Gay Amateur Athletic Alliance - Open Division

ARTICLE ONE
Purpose

The purpose of this conflict of interest policy is to protect this tax-exempt organization's (NAGAAA Open Division Inc) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

ARTICLE TWO
Definitions

1. Interested Person
   Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest
   A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
   a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
   b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
   c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

   Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

   A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

ARTICLE THREE
Procedures

1. Duty to Disclose
   In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

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2. Determining Whether a Conflict of Interest Exists
After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest
    a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
    b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
    c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
    d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy
    a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
    b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE FOUR
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE FIVE
Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

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b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE SIX
Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall, prior to each meeting, sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,
b. Has read and understands the policy,
c. Has agreed to comply with the policy, and
d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE SEVEN
Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of
arm's length bargaining.
b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurnment, impermissible private benefit or in an excess benefit transaction.

ARTICLE EIGHT
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, NAGAAA Open Division Inc., may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

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Appendix 5 – NAGAAA Cup

North American Gay Amateur Athletic Alliance - Open Division

Hosted by the Open Division, the NAGAAA Cup is an invitational tournament that is designed to increase GSWS participation by the A and B Divisions.

1. The NAGAAA Cup will consist of 24 to 32 teams, depending on field logistics.
2. Invitations will be given to all A Division teams and the top B Division teams from the previous year's GSWS to equal a total of 24 invitations.
3. The NAGAAA Board will determine the location of the NAGAAA Cup.
4. The NAGAAA Cup will be held between January 1 and June 1 of the same year as the GSWS.
5. Teams that have been invited must have 4 members of their GSWS roster to be considered eligible for play in the NAGAAA Cup.
6. All teams will pay a fee for participating in the NAGAAA Cup.
7. After the deadline for acceptance has passed, the NAGAAA Commissioner will then issue invitations to any new A Division Team that has formed before April 1st of that year and then the remaining B teams from the previous GSWS in order of their finish.
8. All teams must submit their NAGAAA Cup roster by April 15th.
9. As this is a NAGAAA sanctioned tournament, all ASA rules that apply to the GSWS, likewise apply to this tournament. All rules governing the GSWS as found in the NAGAAA Instruments of Governance also apply. Should there be a rule or procedure that is specific to the NAGAAA Cup, it will supersede either the ASA rules and / or the NAGAAA IOG and has been approved by Council and is detailed below.
10. Regardless of their overall NAGAAA Cup standing, the 3 highest placing A and B Division teams will receive an automatic berth into that year's GSWS.
11. The teams noted above will not have to pay an entry fee to that year's GSWS. All other fees / deposits will still apply.
12. The teams noted above will be consider a free berth to the GSWS and not count in that associations team count for number of participants to that year's GSWS.
13. Each team is guaranteed five games.
14. Pool play will have a mixture of A and B Division teams.
15. All ties in pool play stand.
16. Home team will be decided by a double flip for all games.
17. The Home team is the official scorekeeper. The score will be confirmed with the umpire after each half inning.
18. Any player ejected from a game is ineligible for play in the next game.
19. No courtesy runners are allowed.
20. No base stealing allowed.

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21. Uniforms need not be like colored. However, an Arabic whole number (0-99) of contrasting color at least 6 inches high must be worn and visible. Identical numbers are not permitted. Numbers 0 and 00, 3 and 03 are examples of like numbers.
22. A NAGAAA Cup trophy for overall first, second and third place will be awarded.

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Appendix 6 – Masters Division

North American Gay Amateur Athletic Alliance - Open Division

Hosted by NAGAAA, during the GSWS the Masters Division is opened to all NAGAAA members age of 50 and over. The Master Division criterion is outlined below.

Rules and Structure for the Masters Division:

1.) Each Member City will be awarded (1) Master's Division World Series berth.
a. .Entry fees for Master's Division team will submitted in accordance to Softball Code 6.00
2.) Tournament Format will follow section SC 3.00 except in the following cases:
a. A Masters Division will be added
b. Pool Play will consist of 3 games established randomly
c. Pool Play would begin on Wednesday and conclude with a championship game on Saturday of the World Series week.
d. There will have to be a minimum of (4) teams entered in the Master's Division to hold a Master's Division competition at the World Series.
e. There will be no limit to the number of teams for the Master's Division.
3.) Players Eligibility – Rules of Player eligibility will comply with NAGAAA Softball Code 7.00 except in the following cases:
a. Must be of age 50 or older any time during the GSWS calendar year.
b. Each team member must be listed on a properly submitted regular season roster for any NAGAAA member city. There will be no non-residency restrictions.
c. Must have participated in a minimum of 5 games of a Member City Associations scheduled league games (present in the dugout & listed on their teams line up card)
d. No player can have a player rating higher than 15.
4. Rosters and Ratings – shall comply with Rosters and Ratings SC5.00 except for the following exceptions;
a. Player's on Master's Division teams must meet the Player Eligibility rules defined above.
b. Master's Division teams can be an open Roster teams made up of players from any Member City Association.
c. A Master's Division rostered player can't be listed on any other roster of a team competing in that World Series.
d. Registration and entry dates for the Master's Division will comply with those for the other Divisions.
5.) Will comply with Playing Regulations SC4.0 with the following exceptions:
a. One (1) Courtesy runner per inning – courtesy runner will be the last completed at bat player and not on base player.

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b. There will be no 2nd home plate or commitments lines used – ASA Rule 8 Section 9.D. will not be used.

6.) The hotel deposit for Masters Division teams will be the same as all of teams playing in the World Series. They will however be reimbursed if they supply room receipts for (3) rooms for at least (3) nights.

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Appendix 7 – Hall of Fame

North American Gay Amateur Athletic Alliance - Open Division

The Hall of Fame rules and critical dates are noted below.

Hall of Fame Critical Dates
January 1 – Applications open for the Hall of Fame
January 5 – Calendar Year Contribution Campaign (Booster Club) opens. Chair to notify all HoF members, Council and NAGAAA Board of Directors
March 15 – Applications close for the Hall of Fame
April 15 – Applications and ballots sent to the Hall of Fame members for voting.
May 15 – Deadline for returning ballots to the Hall of Fame Chair
May 31 – Ballots and results are forwarded to the Hall of Fame Board Liaison
June 1 – Contribution Campaign (Booster Club) reminder to be sent out to the HoF members, Council and NAGAAA Board of Directors
June 15 – Deadline for Board Liaison to verify information and communicate findings to the Hall of Fame Chair
June 30 – Deadline for Hall of Fame Chair to notify the new inductees, nominators as to yea or nay of their nominee, the NAGAAA Secretary to broadcast the Hall of Fame recipients for broadcast to all associations and other involved individuals
July 15 – Deadline for named Contribution Campaign (Booster Club) donations to be included in the Hall of Fame program booklet

Hall of Fame Contribution Campaign (Booster Club) Donation Tier / Award
1. $50 donation – dinner ticket
2. $100 donation – dinner ticket and/or a HoF polo shirt/ guest ticket to the HoF dinner
3. $500 donation – individual – dinner ticket, mention in the program booklet/tri-fold, a HoF polo shirt, and acknowledgement of the contribution at the NAGAAA Talent Show
4. $500 donation – association – two (2) tickets to the HoF dinner, mention in the program booklet/tri-fold, and acknowledgement of the contribution at the NAGAAA Talent Show

Balloting Process
Three individuals will separately examine the Hall of Fame ballots (Hall of Fame Chair, Hall of Fame Secretary and Hall of Fame Board Liaison) should their be a conflict of interest with any individual counting the ballots the NAGAAA Board will appoint an individual to take that person's place and count the ballots.

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Oversight Committee

1) There will be nine (9) members of the Oversight Committee.
2) They will be replaced in 3 year increments.
3) The current members will retain their positions, with the first three positions expiring in January 2013.

Hall of Fame Induction Dinner

1) Following the Hall of Fame Guidelines, the GSWS Host City at the Winter Meeting, will make available a list of dining options for the Hall of Fame dinner.
2) The Hall of Fame must make a decision on the Hall of Fame dinner venue within sixty (60) days from the close of the Winter Meeting and that decision must be communicated to the GSWS Host City.
3) Only the Hall of Fame inductees will receive a complimentary meal (paid for by NAGAAA) at the Hall of Fame dinner.

NAGAAA Women's Division Hall of Fame

1) Hall of Fame members of the Women's Division shall not be considered members of the Open Division Hall of Fame, as their never was joint voting in the original Hall of Fame.
2) If an individual of the dissolved NAGAAA Women's Division is currently a member of the Open Division, they may be nominated with the time that they spent as a member of the NAGAAA Women's Division going towards meeting their membership requirement.

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Appendix 8 – Greater Metropolitan Areas

North American Gay Amateur Athletic Alliance - Open Division

Designated World Series Hosting Territories

Per Softball Code 2.04c), associations bidding for the Gay Softball World Series are restricted from using venue(s) within the metropolitan area of another association. The respective metropolitan area for the each association is shown below. In the U.S. these areas are the U.S. Census Combined Statistical Area (CSA), or Metropolitan Statistical Area (MSA) when not located in a CSA. Canadian associations are shown by their Statistics Canada Census Metropolitan Area (CMA).

Association	Designated World Series Hosting Territory
Atlanta	Atlanta-Sandy Springs-Gainesville, GA-AL CSA
Austin	Austin-Round Rock-Marble Falls, TX CSA
Birmingham	Birmingham-Hoover-Cullman, AL CSA
Boston	Boston-Worcester-Manchester, MA-RI-NH CSA
Chicago	Chicago-Naperville-Michigan City, IL-IN-WI CSA
Cleveland	Cleveland-Akron-Elyria, OH CSA
Columbus	Columbus-Marion-Chillicothe, OH CSA
Dallas	Dallas-Fort Worth, TX CSA
Denver	Denver-Aurora-Boulder, CO CSA
Fort Lauderdale	Miami-Fort Lauderdale-Pompano Beach, FL MSA
Houston	Houston-Baytown-Huntsville, TX CSA
Kansas City	Kansas City-Overland Park-Kansas City, MO-KS CSA
Knoxville	Knoxville-Sevierville-La Follette, TN CSA
Las Vegas	Las Vegas-Paradise-Pahrump, NV CSA
Long Beach	Los Angeles-Long Beach-Riverside, CA CSA
Los Angeles	Los Angeles-Long Beach-Riverside, CA CSA
Madison	Madison-Baraboo, WI CSA

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Memphis	Memphis, TN-MS-AR MSA
Mid Atlantic	Virginia Beach-Norfolk-Newport News, VA-NC MSA
Milwaukee	Milwaukee-Racine-Waukesha, WI CSA
Montreal	Montreal (Laval) CMA
Nashville	Nashville-Davidson–Murfreesboro–Columbia, TN CSA
New Orleans	New Orleans-Metairie-Bogalusa, LA CSA
New York	New York-Newark-Bridgeport, NY-NJ-CT-PA CSA
Oklahoma City	Oklahoma City-Shawnee, OK CSA
Orlando	Orlando-Deltona-Daytona Beach, FL CSA
Philadelphia	Philadelphia-Camden-Vineland, PA-NJ-DE-MD CSA
Phoenix	Phoenix-Mesa-Glendale, AZ MSA
Pittsburgh	Pittsburgh-New Castle, PA CSA
Portland	Portland-Vancouver-Hillsboro, OR-WA MSA
Rhode Island	Providence-New Bedford-Fall River, RI-MA MSA
Sacramento	Sacramento–Arden Arcade–Yuba City, CA-NV CSA
San Diego	San Diego-Carlsbad-San Marcos, CA MSA
San Francisco	San Jose-San Francisco-Oakland, CA CSA
Seattle	Seattle-Tacoma-Olympia, WA CSA
Silicon Valley	San Jose-San Francisco-Oakland, CA CSA
S. New England	Hartford-West Hartford-Willimantic, CT CSA
St. Louis	St. Louis-St. Charles-Farmington, MO-IL CSA
Tampa	Tampa-St. Petersburg-Clearwater, FL MSA
Toronto	Toronto (Mississauga) CMA
Tulsa	Tulsa-Bartlesville, OK CSA
Twin Cities	Minneapolis-St. Paul-St. Cloud, MN-WI CSA
Vancouver	Vancouver (Surrey, Burnaby) CMA
Washington	Washington-Baltimore-Northern Virginia, DC-MD-VA-WV CSA

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